



CALL NO. 203

CONTRACT ID. 121017

KENTON COUNTY

FED/STATE PROJECT NUMBER 059GR12D017-CM

DESCRIPTION TURKEYFOOT ROAD (KY 1303)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 5/1/2013

LETTING DATE: June 15, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 15, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD PLANS

DBE CERTIFICATION REQUIRED - 4.50%

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

TURKEYFOOT ROAD (KY 1303)

PES - DE05913031217

TURKEYFOOT ROAD (KY 1303) EXTEND RIGHT TURN LANE ON NB TURKEYFOOT ROAD (KY 1303) TO THE
I-275 EB RAMP. GRADE & DRAIN WITH ASPHALT SURFACE. SYP NO. 06-00361.00.
GEOGRAPHIC COORDINATES LATITUDE 39°01'23" LONGITUDE 84°34'19"

PES - DE05913031218

TURKEYFOOT ROAD (KY 1303) WIDEN I-275 WB ON RAMP FROM TURKEYFOOT ROAD (KY 1303) TO ALLOW
A DUAL LEFT TURN LANE FROM NB TURKEYFOOT ROAD. GRADE & DRAIN WITH ASPHALT SURFACE. SYP
NO. 06-00362.00.
GEOGRAPHIC COORDINATES LATITUDE 39^01'38" LONGITUDE 84^34'13"

COMPLETION DATE(S) :

COMPLETION DATE - May 01, 2013
APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

The Bidder must download the bid file located on the Bid Express website (www.bidx.com) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to kytc.projectquestions@ky.gov. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website (www.transportation.ky.gov/contract). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FHWA 1273

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of ____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

The certification statement is located in the electronic bid file. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder’s commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with

the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

09/14/11

ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY B

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category B.

FUEL AND ASPHALT PAY ADJUSTMENT

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

OPTION B

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded☒ Original☐ State Funded☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: May 3, 2012Project Name: KY 1303 - Turkeyfoot Road

Letting Date: _____

Project #: 12F0 FD52 059 8181401RCounty: KentonItem #: 6-361.00Federal #: CM 8122 (024)Description of Project: Extend the right lane on northbound Turkeyfoot Road (KY 1303) to the I-275 eastbound ramp.**Projects that require NO new or additional right-of-way acquisitions and/or relocations**

- ☐ The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

- ☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)

☐ **Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.

☐ **Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

Condition 3. The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved: DANIEL R. WHITE
Printed Name

[Signature] Right-of-Way Supervisor
Signature

Approved: DAVID L. ORR
Printed Name

[Signature] KYTC, Director of ROW & Utilities
Signature 5/4/12

Approved: _____
Printed Name

Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: May 3, 2012

Project Name: KY 1303 - Turkeyfoot Road

Project #: 12F0 FD52 059 8181401R

Item #: 6-361.00

Letting Date: _____

County: Kenton

Federal #: CM 8122 (024)

This project has 3 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

0 Parcels where acquired by a signed fee simple deed and fair market value has been paid

0 Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

0 Parcels have not been acquired at this time (explain below for each parcel)

3 Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (explain below for each parcel)

0 Relocates have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____ (explain below for each parcel)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
1	Thomas More College	Deed was signed on 5/2/2012	30
2	Thomas More College	Deed was signed on 5/2/2012	30
3	Thomas More College	Deed was signed on 5/2/2012	30

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006

Last Revised: February 22, 2011

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded
☐ State Funded

☒ Original
☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: May 3, 2012

Project Name: KY 1303 @ I-275

Letting Date: _____

Project #: _____

County: Kenton

Item #: 6-362.00

Federal #: _____

Description of Project: Widen the I-275 Westbound on ramp from Turkeyfoot Road (KY 1303) to allow a dual left turn lane from Northbound Turkeyfoot Road

Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

- ☒ The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

- ☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)

- ☐ **Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.

- ☐ **Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

- ☐ **Condition 3.** The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved:

DANIEL F. WHITE
Printed Name

[Signature]
Signature

Right-of-Way Supervisor

Approved:

DAVID L. ORR
Printed Name

[Signature]
Signature

5/4/12

KYTC, Director of ROW & Utilities

Approved:

Printed Name

Signature

FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: May 3, 2012Project Name: KY 1303 @ I-275

Project #: _____

County: KentonItem #: 6-362.00

Federal #: _____

Letting Date: _____

This project has 0 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

0 Parcels where acquired by a signed fee simple deed and fair market value has been paid

0 Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

0 Parcels have not been acquired at this time (*explain below for each parcel*)

0 Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

0 Relocates have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____ (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006**Last Revised: February 22, 2011**

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

KENTON COUNTY, CM2759 (109)
FD52 059 81815 01D
WIDEN I-275 WESTBOUND ON RAMP FROM
TURKEYFOOT ROAD (KY1303) FOR DUAL LEFT TURN LANES
06-0362.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that there is no utility relocation work required to complete the project.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Duke Energy Gas and Electric, Cincinnati Bell, Time Warner Telecom and Insight Communications: These utilities have facilities within the project limits that will NOT interfere with construction.

Northern Kentucky Water District: the water district has a water main crossing at approximately Sta. 19+00 Ramp C that is to remain and will NOT interfere with construction. The contractor must call the water district for exact location.

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

N/A

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

N/A

SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

KENTON COUNTY, CM2759 (109)
FD52 059 81815 01D
WIDEN I-275 WESTBOUND ON RAMP FROM
TURKEYFOOT ROAD (KY1303) FOR DUAL LEFT TURN LANES
06-0362.00

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor’s responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

KENTON COUNTY, CM2759 (109)
FD52 059 81815 01D
WIDEN I-275 WESTBOUND ON RAMP FROM
TURKEYFOOT ROAD (KY1303) FOR DUAL LEFT TURN LANES
06-0362.00

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
<u>Duke Energy Gas</u> 139 E. Fourth Street Room 460A Cincinnati, OH 45201-0960	Laura Mate	513-287-2594 laura.mate@duke-energy.com
<u>Duke Energy Electric</u> 4th Main Cincinnati, OH 45201-0960	Mary Maschmeyer MaryC.MaschmeyerSchuler@duke-energy.com	513-287-3339
<u>Cincinnati Bell Telephone</u> 221 E. 4 th Street Cincinnati, OH 45201	Mark Conner	513-565-7043 Mark.Conner@cinbell.com
<u>Time Warner Telecom</u> 8630 Jaquemin Drive Cincinnati, OH 45069	Bruce Miller	513-644-8943 bruce.miller@twtelecom.com
<u>Insight Communications</u> 7906 Dixie Highway Florence, KY 41042	Chuck McCarty	859-283-4217 Charles.mccarty@twcable.com
<u>Northern Kentucky Water District</u> 2835 Crescent Springs Road Erlanger, KY 41018	John Scheben	859-578-9898 jscheben@nkywater.org

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

KENTON COUNTY, CM8122 (023)
FD52 059 81814 01U
EXTEND RIGHT TURN LANE ON NORTHBOUND
TURKEYFOOT ROAD TO I-275
06-0361.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that there are utilities that will require relocation to accommodate this construction

The information provided below in these Special Notes for Utility Clearance, Impact on Construction may not be exact or complete. The information provided is for the contractor's use in planning the execution of the work. It shall be the road contractor's responsibility to verify the completeness and/or accuracy of all such information being furnished.

Flowable Fill Requirement

The road contractor MUST use flowable fill as the backfill media any place telephone or water lines cross under existing or proposed roadway surfaces. Compact earth or flowable fill shall be used in all other ditches within the project limits. It should also be noted that the cost of the flowable fill shall be incidental to the cost of the utility line being installed.

Maintenance of Utility Services

All existing utility facilities including but not limited to gas, electric, water and sanitary sewer services are to be maintained throughout road construction. Temporary electric and water facilities to maintain service are to be provided and paid for by the road contractor as incidental to road construction. No additional compensation will be paid the contractor for temporary work and materials to maintain existing electric, water and sewer services. No unauthorized discharge of sewage due to the road contractor's work will be allowed.

Utility Shutdowns

The contractor shall notify the utility owner(s) of all planned shutdowns of utility mains or utility service to customers at least three business days in advance. Advance notice will allow for customers to be notified by the utility owner. Any unannounced disruption of any utility service that inconveniences any customer is to be avoided.

Damage to Utilities

Any intentional or accidental disruption of service due to damage to electric service, sewer or water mains caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five thousand dollars per day (\$5,000/day) per occurrence against the contractor until such time as the utility service is restored.

Any intentional or accidental disruption of any individual electric service, water or sewer service caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five hundred dollars per day (\$500/day) per occurrence against the contractor until such time as service is restored.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

KENTON COUNTY, CM8122 (023)
FD52 059 81814 01U
EXTEND RIGHT TURN LANE ON NORTHBOUND
TURKEYFOOT ROAD TO I-275
06-0361.00

In the case of a main disruption or electric service, liquidated damages shall be charged at the main and/or electric service disruption rate only. Liquidated damages shall not be charged in addition for service disruptions when a main disruption is involved.

Utility Inspection

The Utility Owners will provide inspection when utility work is being performed by the contractor on their respective utility owner's facilities. It will be the road contractor's responsibility to notify the appropriate utility owner for inspection.

Abandoned Utilities

The contractor shall safeload the entire length of all abandoned pipes 6 inches in diameter and larger under proposed pavement and under any existing pavement that is to remain. The contractor shall safeload the entire length of all abandoned pipes 15 inches and larger which will be located outside of proposed pavement but within project limits. Appropriate bid items have been included in the road contract. The safeloading criteria above shall be observed unless otherwise directed by the Resident Engineer or his representative.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Duke Energy Gas, Sanitation District No. 1 and Time Warner Telecom: These utilities have facilities within the project limits that will NOT interfere with construction. As a precaution, **Time Warner Telecom** has installed a sight pipe at approximately 90' right of Sta. 44+10 for the contractor's use to avoid conflicts with their underground duct.

Duke Energy Gas has dug test holes on their gas main at approximately Sta. 45+65 right and determined that there should be NO CONFLICT.

Sanitation District No 1 has also determined that there are NO CONFLICTS with their facilities.

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Duke Energy Electric will relocate their overhead and underground facilities right of Sta. 35+00 to Sta. 37+00 to accommodate the road construction. It is anticipated this work will be completed by July 31, 2012.

Cincinnati Bell Overhead and Insight Communications will relocate and/or reattach their facilities in the same area mentioned above to accommodate the road construction. It is anticipated this work will be completed by July 31, 2012.

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

KENTON COUNTY, CM8122 (023)
FD52 059 81814 01U
EXTEND RIGHT TURN LANE ON NORTHBOUND
TURKEYFOOT ROAD TO I-275
06-0361.00

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR
THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT**

Cincinnati Bell Underground: will relocate their conduit slightly to the west concurrently with road construction in the area between right of Sta.36+50 to approximately right of Sta. 37+35 and again right of Sta. 41+00 and Sta.42+25 to accommodate installation of the new catch basins. Cincinnati Bell will coordinate their duct relocation with the construction of the catch basins by the road contractor.

Cincinnati Bell has also completed installation of new conduit between the Telephone Manhole in the intersection of Thomas More Parkway & Turkeyfoot Road, right of Sta. 44+00 to approximately right of Sta.49+75.

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD
CONTRACTOR AS INCLUDED IN THIS CONTRACT**

Northern Kentucky Water District: the water district has a water main right of Sta. 40+00 to 43+10 that will be relocated by the road contractor as shown on the water main plans inserted into the roadway plans according the water specifications contained in the proposal. Any changes to the water relocation plans to accommodate unforeseen field conditions must be communicated to the KYTC Resident Engineer or his designated representative and the water district's inspector prior to actually modifying the water plans.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

KENTON COUNTY, CM8122 (023)
FD52 059 81814 01U
EXTEND RIGHT TURN LANE ON NORTHBOUND
TURKEYFOOT ROAD TO I-275
06-0361.00

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

KENTON COUNTY, CM8122 (023)
FD52 059 81814 01U
EXTEND RIGHT TURN LANE ON NORTHBOUND
TURKEYFOOT ROAD TO I-275
06-0361.00

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
<u>Duke Energy Gas</u> 139 E. Fourth Street Room 460A Cincinnati, OH 45201-0960	Laura Mate	513-287-2594 laura.mate@duke-energy.com
<u>Duke Energy Electric</u> 4th Main Cincinnati, OH 45201-0960	Mary Maschmeyer MaryC.MaschmeyerSchuler@duke-energy.com	513-287-3339
<u>Cincinnati Bell Telephone Overhead & Underground</u> 221 E. 4 th Street Cincinnati, OH 45201	Mark Conner	513-565-7043 Mark.Conner@cinbell.com
<u>Time Warner Telecom</u> 8630 Jaquemin Drive Cincinnati, OH 45069	Bruce Miller	513-644-8943 bruce.miller@twtelecom.com
<u>Insight Communications</u> 7906 Dixie Highway Florence, KY 41042	Chuck McCarty	859-283-4217 Charles.mccarty@twcable.com
<u>Northern Kentucky Water District</u> 2835 Crescent Springs Road Erlanger, KY 41018	John Scheben	859-578-9898 jscheben@nkywater.org
<u>Sanitation District No. 1</u> 1045 Eaton Drive Ft. Wright, KY 41017	Gregory Stacy	859-578-6899 gstacy@sd1.org

Water Specifications

Section I DESCRIPTION OF BID ITEMS

1. **DUCTILE IRON PIPE (ALL SIZES)** Includes the specified pipe, blue polyethylene wrap, labor, equipment, excavation, bedding, restoration, disinfection, testing, backfill, etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. No additional payment will be made for rock excavation. Paid LINEAR FEET (LF).
2. **TEES, BENDS, REDUCERS, AND INCREASERS (ALL SIZES)** Includes the specified ductile iron mechanical joint fitting, blue polyethylene wrap, labor, equipment, excavation, blocking, anchoring, disinfection, backfill, restoration, etc. to install the specified fitting at the locations shown on the plans in accordance with the specifications and standard drawing complete and ready for use. Paid EACH (EA) when complete.
3. **VALVES (ALL SIZES)** Includes the specified resilient seat gate valve for valve sizes 12" and smaller, and butterfly valves for larger valves, blue polyethylene wrap, labor, equipment, excavation, anchoring (if any), valve box and valve stem extensions, backfill, 2'x2'x4" concrete pad, restoration, testing, disinfection, etc. required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA) when complete.
4. **RECONNECT TO MAIN or CONNECT COPPER SERVICE TO MAIN (ALL SIZES)** Includes all labor and materials, including fittings and bends and valve necessary to connect service line to the water main. Where the reconnect is made to an existing main this item includes reusing the existing service tap or abandoning the existing service tap by shutting off the curbstop at the existing main and disconnecting the copper service which is being abandoned. Paid EACH (EA) when complete.
5. **TIE-IN TO (ALSO, CONNECT TO) EXISTING MAIN (ALL SIZES)** Includes all labor, equipment, excavation, fittings, sleeves, couplings, blocking, anchoring, restoration, disinfection, testing and backfill required to make the tie-in as shown on the plans, and in accordance with the specifications complete and ready for use. Pipe for tie-ins shall be paid under separate bid items and shall be measured thru tie-in fittings. Paid EACH (EA) when complete.
6. **AIR RELEASE VALVE** This item shall include the air release valve, manhole and lid, tapping the main, and any labor, equipment, excavation, concrete backfill and restoration required to install the air release valve at the location shown on the plans or as directed in accordance with the specifications. Paid EACH (EA) when complete.

Section II

GENERAL INSTRUCTIONS AND SPECIAL NOTES

1. **WATER SHUTDOWNS** The Contractor after approval by the NKWD's representative shall notify all affected NKWD's customers a minimum of 48 hours prior to interrupting water service. Notification shall be made by the Contractor using the Northern Kentucky Water District "Interruption of Service Notice". All NKWD's customers shall be notified prior to having their water turned-off to have ample time to draw water for use until service is restored. Under no circumstance shall a customer of the NKWD be without water service overnight. Commercial customers may have additional requirement such as temporary water feed, special shut-down times, etc. If water service or existing water system cannot be interrupt during normal daytime hours due to water needs or high demands, the contractor may be required to conduct the work at night or on the weekend. This work is considered an incidental to the project. No active water main shall be shut down without prior approval of Northern Kentucky Water District. Tie-ins on this project may have to be scheduled at night, on weekends or other off peak hours.
2. **PROTECTION OF EXISTING UTILITIES** The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all affected utilities, whether shown on the plans or not, prior to excavation and protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.
3. **STATIONS AND DISTANCES** All stations and distances indicated in the plans or specifications are approximate, therefore, some minor adjustment may have to be made during construction to fit actual field conditions.
4. **FIRE HYDRANT DISCONNECTION** No fire hydrant shall be removed from service without prior approval of Northern Kentucky Water District, and the proper fire authority.
5. **RESIDENT ENGINEER** "Resident Engineer" as referred to in the specifications or in the plans shall mean the Kentucky Department of Highways Engineer in charge of the project and his inspectors.
6. **WATER MAIN INSPECTION** Northern Kentucky Water District and their inspectors, and the resident engineer and his inspectors shall be jointly responsible for inspection of water line facilities installation. Where the phrase "as directed" appears in these specifications without defining who is doing the directing, it shall be understood "as directed" means jointly directed by the Resident Engineer and Northern Kentucky Water District
7. **PRIOR INSPECTION OF EXISTING METER SETTINGS** The Contractor with the Northern Kentucky Water District's inspector shall make an inspection of all meter settings to adjusted or relocated prior to construction. Any meter setting not up to Northern Kentucky Water District standard shall be noted and parts furnished to the Contractor by the Northern Kentucky Water District for installation as needed. Any water meter setting, fire hydrant or any other water facilities that are to be relocated, adjusted, reused or remain and are damaged by the Contractor shall be repaired at the contractors expense. Any old water meter settings removed and not reused shall be turned over to the Northern Kentucky Water District.

8. **SPECIAL BACKFILL NOTE** No sand or granular material shall be used for backfill above 12" over the top of the pipe or around structures. Only compacted soil or flowable fill shall be used unless approved or otherwise directed by the Resident Engineer.
9. **GENERAL SAFETY** For the security and safety of people in and adjacent to trenches or construction operations, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors Association of America, the "Manual On Uniform Traffic Control Devices" published by the Federal Highway Administration, and the safety regulations of the appropriate state and local agencies shall be followed when specifically applicable, or by similarity of operation or as necessary for adequate protection.
10. **MATERIAL HANDLING** Pipe, fittings, valves, hydrants, and accessories shall be loaded, unloaded, and handled by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe.
11. **PROTECTION OF PAVEMENT** Where main construction is located in or adjacent to pavements, all construction equipment shall have rubber tires. Crawler equipment will be permitted when there is no danger of damaging pavement.
12. **NOISE, DUST AND ODOR CONTROL** The Contractors construction activities shall be conducted so as to eliminate all unnecessary noise, dust, and odors. The use of oil or other materials, for dust control, which may cause tracking will not be permitted.
13. **EXCAVATION AND CONSTRUCTION MATERIALS** All excavated material and all construction materials in prosecution of the work shall be deposited so as not to endanger the work, create unnecessary annoyance to the public, or interfere with natural drainage courses. During the course of the work, all material piles shall be kept trimmed up and maintained in a neat, workmanlike manner. All material piles shall be kept a reasonable distance away from roadways so as not to cause a hazard and block the motorists view.
14. **PROTECTION OF TREES, SHRUBS, AND OTHER ITEMS TO REMAIN** Special care shall be taken by the Contractor to avoid unnecessary damage to trees or shrubs and their root systems or any other items shown to remain. Should the Contractor do unnecessary damage to any item shown to remain, the item shall be repaired or replaced at the contractors expense. Should unnecessary damage be caused to items to remain and is determined not repairable, the Contractor shall compensate the owner for the loss if any.
15. **UNACCEPTABLE EXCAVATED TRENCH MATERIAL** Any excavated trench material which is determined unacceptable for backfill shall be removed from the area and wasted at a location acquired by the Contractor and approved by the Resident Engineer. Acceptable backfill material shall be acquired by the Contractor at a location approved by the Resident Engineer. The disposition and handling of unacceptable material and the acquisition and handling of acceptable material shall be at the Contractors expense.
16. **BLASTING ROCK** No blasting of rock shall be performed without specific permission of the Resident Engineer. Blasts shall be properly covered and all utilities and structures in the area shall be properly protected. Warning shall be given to all persons in the area who could be affected by the blasting. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property caused by the blasting. All blasting shall be performed in accordance with all regulations of the Kentucky Department of Mines and

Minerals and all other governing agencies having jurisdiction. The Kentucky Department of Mines and Minerals, area emergency response agencies, utility companies with utilities in the area shall be notified of the blasting sufficiently in advance.

17. **ABANDONED VALVES** The valve boxes shall be removed from all abandoned valves prior to final roadway paving. This shall be done to the satisfaction of the Engineer. Paving over a valve box without removing same will not be acceptable. No separate payment will be made for removal of valve boxes but shall be considered incidental to water line construction.
18. **SALVAGED AND STOCKPILED ITEMS** The Contractor shall salvage all items in a workmanlike manner. Any item damaged by the Contractor thru negligence shall be replaced with new items at the contractors expense. All salvaged items to be stockpiled and picked up by NKWD, shall be stored in a safe place until pickup. The Contractor is to notify NKWD at 859-578-9898 when salvaged items are available for pickup.
16. **CONSTRUCTION PROCEDURE** The successful contractor to prepare construction procedure with respect to the installation of water utilities. The Sequence and Procedure of Water Utilities Construction shall be approved by the Northern Kentucky Water District's Engineering Department prior to the beginning of the water utilities relocations.

Section III

MATERIAL SPECIFICATIONS

1. **CONCRETE** All concrete shall be Class A in accordance with KYDOH Standard Specs. for Road and Bridge Construction current edition and shall be placed in accordance with same unless otherwise noted. The concrete shall be placed to the dimensions as required in the plans or specifications. Reinforcing steel shall be placed in the concrete as required in the plans or specifications.
2. **CONCRETE REINFORCING STEEL** All reinforcing steel shall be Grade 40. The size, location, placement, and quantity shall be as required in the plans or specifications.
3. **WATER MAIN**
 - A. **DUCTILE IRON PIPE**. Ductile iron pipe shall meet the requirements of ANSI A21.51 (AWWA C151)
 1. **Material**. The chemical constituents shall meet the physical property recommendations of ASTM A536 to ensure that the iron is suitable for satisfactory drilling and cutting.
 2. **Minimum Thickness**. Unless otherwise shown on the plans, the minimum thickness of the barrel of the pipe shall be Class 52. All pipe shall be clearly marked as to class by the manufacturer.
 3. **Coating and Lining**. The pipe shall be coated outside with a bituminous coating in accordance with ANSI A 21.51 (AWWA C151) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA- C104).
 4. **Fittings & Glands**. Fittings and glands shall be ductile iron as specified in Section 3A, "Ductile Iron Fittings".
 5. **Blue Polyethylene Encasement**. Ductile Iron Pipe shall be encased with Blue Polyethylene film conforming to ANSI A21.5 (AWWA C105)
 - B. **PIPE JOINTS**
 1. **Push on and Mechanical**. - Push-on and mechanical joints including accessories shall conform to ANSI A21.11 (AWWA-C111). Bolts shall be high strength COR-10 tee head with hex nuts. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by the Manufacturer.
 2. **Flanged**. - Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) or ANSI B16.1
 - a. **Gaskets**. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.
 - b. **Bolts**. Bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. For bolts of 1-3/4 inches in

diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.

3. Restrained. - If restrained joint system is required on the plans, all pipes, bends, valves, etc. shall be restrained. Restrained joints shall consist of a device to provide a flexible, tied joint. Acceptable devices would be a clamp type joint or bell-bolt flexible tied joint or approved equal. Method of restraining and laying schedule shall be approved by the Engineer prior to the start of the project. Manufacturer installation instructions shall be followed. Restrained joints shall be capable of withstanding a maximum joint pressure of 14 kg/sq.cm (200 psi.) unless otherwise noted.

- a. Bell and Spigot Bell and spigot joints shall conform to ANSI A21.6.

- b. Push-on. Restrained push-on joints shall conform to ANSI A21.11 (AWWA C111). When bolts and nuts are required, they shall be corrosion resistant high strength steel. **Mechanical joints with retainer gland and Lok-Set joints are not acceptable unless otherwise specified.**

4. FITTINGS

- A. DUCTILE IRON FITTINGS. Ductile Iron Compact Fittings and accessories shall conform to AWWA C153 and Full Body Fittings - and accessories to AWWA C110. Bolts and nuts shall be high strength, corrosion resistant alloy, such as "Cor-Ten" or approved equal.

1. Working Pressures. All fittings and accessories shall be Ductile Iron, rated for a minimum of 200 psi working pressure or as specified herein. The fittings and accessories shall be new and unused. (NOTE: Certain areas of the District's service area require materials used, to be of a higher working pressure than 200 psi.)
 2. Coating and Lining. The fittings shall be coated outside with a bituminous coating in accordance with ANSI A21.10 (AWWA C110) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA C104).
 3. Fittings and Glands. All pipe fittings shall be mechanical joint fittings. Mechanical joints shall conform to AWWA C111.
 4. Blue Polyethylene Encasement. Ductile Iron Fittings shall be encased with Blue polyethylene film conforming to ANSI A21.5 (AWWA C105)

B. JOINTS

1. Mechanical. Mechanical joints including accessories shall conform to ANSI A21.11 (AWWA C111). Glands shall be ductile iron. Bolts shall be high strength COR-10 tee head with hex nuts.
 2. Flanged. Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) OR ANSI B16.1 and be used with the express approval of the Engineer.

- a. Gaskets. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.
 - b. Bolts. Bolts shall be stainless steel and have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.
3. Restrained. If restrained joints is shown on the plans, all pipe, bends, valves, etc. shall be restrained.
- a. Bell and Spigot. Bell and spigot joints shall conform to ANSI A21.6.

5. **POLYETHYLENE WRAP**

All ductile iron pipe, fittings, valves, and fire hydrant leads shall be polyethylene wrapped, installed according to the current edition of AWWA C105. Ductile iron fittings, valves, and fire hydrant leads used in the installation of P.V.C. pipe shall be included.

- A. Material. Blue Polyethylene wrap shall be a minimum of 8-mil polyethylene tube.
- B. Installation. The contractor shall cut the roll in tubes 2 feet longer than a standard length of pipe. Each tube shall be slipped over the length of pipe, centering to allow a 1' overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit and the overlay shall be secured with polyethylene tape.

Pipe shall not be wrapped and stored on site for any period of time, but wrapped and immediately placed in the trench, fittings shall be wrapped prior to installing blocking or pads. (see Standard Drawing #104) Polyvinyl chloride pipe requires no wrap. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appliances and bringing the edges together, folding twice, and taping down.

6. **FIRE HYDRANTS**

- A. DESCRIPTION. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all fire hydrants complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.
- B. FIRE HYDRANTS. Fire hydrants shall conform to AWWA C502. Hydrants shall conform to the standards of the Northern Kentucky Water District as SHOWN on the plans. All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints, hydrant adapters, or other approved method.

Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. The barrel shall have a breakable safety section and/or base bolts just above the ground line.

Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 1,000 mm (3' 6") deep minimum, and shall be the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose. Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the Engineer (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees. All hydrants shall have two (2)- two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northern Kentucky Water District Standards: steamer nozzle shall be National Standard Thread and 2 1/2" outlets shall be Northern Kentucky Water District Standard Thread (Old Cincinnati Thread). The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be painted yellow for areas designed for 150 psi working pressure and red for areas in excess of 150 psi. Hydrants used in areas in excess of 150 psi working pressure shall be designed to operate at the higher pressures and shall have independent operating valves on each 2 1/2" outlet.

All hydrants shall be right hand open, clockwise, except in certain areas of Campbell Co. as specified in Standard Drawings and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing #109.

- C. INSTALLATION. The installation of fire hydrants shall be in conformance with "Mains Installation" section, paragraph "Setting Hydrants".
- D. Polyethylene Encasement Fire hydrant tee, anchoring pipe and part of the fire hydrant shoe shall be encased with blue polyethylene film conforming to ANSI A21.5 (AWWA C105). (See Standard Drawing #109)

7. VALVES

- A. DESCRIPTION. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all valves and accessories complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.
- B. GATE VALVES. Gate valves shall conform to AWWA C509 and shall be cast iron or ductile body, resilient wedge, non-rising stem with rubber "O" ring packing seals. All external dome and packing bolts shall be stainless steel. The valves shall open by turning counter-clockwise. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends unless otherwise shown on the plans or directed by the District. All valves shall be designed for a working pressure of 250 pounds per square inch (PSI) unless otherwise noted on the plans or in the "Supplemental Specifications". An extension stem shall be furnished if required, to bring the operating nut within 3-1/2 feet of finished grade. Extension stems shall be securely fastened to the valve stem. The Contractor shall make all valves tight under their working pressures after they have been placed and before the main is placed in operation.
- C. TAPPING SLEEVES AND VALVES. Tapping sleeves and valves shall be designed for

a working pressure of 250 psi. The tapping sleeve together with the tapping valve shall be tested at 250 psi for visible leakage and pressure drop before the main is tapped. Tapping sleeve and valve used in high pressure areas shall be tested at 350 psi.

1. Tapping Sleeves Tapping sleeves shall be two piece with mechanical joint type ends, and be so designed as to assure uniform gasket pressure and permit centering of the sleeve on the pipe.
 2. Tapping Valves Tapping valves shall have a flange on one end for bolting to the tapping sleeve and a mechanical joint type end connection on the outlet with slotted standard flange or other adapters for connection to the tapping machine. All external dome, flange and packing bolts shall be stainless steel. The valves shall open by turning counterclockwise. Tapping valves shall conform to AWWA C509.
- D. VALVE BOXES All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.
- E. BUTTERFLY VALVES. Unless otherwise specified valves 16 inches and larger shall be butterfly valves rated at 250 psi working pressure and conform to the applicable portions of AWWA Standard C504, latest edition.
1. Body - The valves shall be AWWA Class 250B designed for tight shut-off against a differential pressure of 250 psi. Valve bodies shall be constructed of ductile iron. Two trunnions for shaft bearing shall be integral with the valve body. The valves and appurtenances shall be suitable for buried service.
 2. Ends - Valves shall have mechanical joint ends and shall be furnished with high strength COR-10 tee head with hex nuts, ductile iron glands, and rubber gaskets for each mechanical joint end.
 3. Discs - Valve discs of cast steel, fabricated steel, or cast bronze are not acceptable.
 4. Seats - Seats bonded on the discs are not acceptable.
 5. Shaft Seals - If stuffing boxes are utilized for shaft seals they shall be constructed of cast iron, ASTM A126. Gland assemblies shall be of cast bronze, ASTM B132. The packing gland shall be housed in a solid walled cast iron, ASTM A48, Class 40 one piece structure or equal.
 6. Operators - The valve operating mechanism shall be for counterclockwise opening. There shall be no external moving parts on valve or operator except the operator input shaft. Input shaft is to be operated by a 2 inch square operating nut. Maximum required input force on the operator shaft to open and close the valve shall be 40 pounds. The total number of turns applied to the operating nut required to completely open the valve from a completely closed position shall not be less than twice the normal valve diameter. An extension stem shall be furnished to bring the operating nut within 3 1/2 feet of the finished grade. Extension stems shall be securely fastened to the valve stem.

- E. **VALVE BOXES** All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.
- F. **AIR RELEASE AND VACUUM VALVES.** Air release valves shall be constructed at high points in the water line as indicated on the plans. These valves shall permit the air in the pipeline to escape as the pipe line fills and allows the air to re-enter as the line empties. These valves shall be APCO Air Release Valves Model #200-A, 250 psi working pressure, 1", cast iron body and cover. 16" and larger water mains shall be a 2" air release valve and curb stop. Refer to Standard Drawing #106 for reference.

8. **STEEL CASING PIPE**

Casing pipe shall be steel pipe with a minimum yield strength of 35,000 psi with a minimum wall thickness as listed below:

Nominal Diameter Casing Pipe	Normal Wall Thickness	Nominal Diameter Casing Pipe	Normal Wall Thickness
Under 350 mm (14")	0.251"	650 mm (26")	0.438"
350 & 400 mm(14"&16")	0.282"	700 & 750 mm(28"&30")	0.469"
450 mm (18")	0.313"	800 mm (32")	0.501"
500 mm (20")	0.344"	850 & 900 mm(34"&36")	0.532"
550 mm (22")	0.375"	950 – 1050mm(38,40&42")	0.563"
600 mm (24")	0.407"	1200 mm (48")	0.626"

The inside diameter of the casing pipe shall be at least 100 mm (4") greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206.

Adequate pipe spacers shall be installed to ensure that the carrier pipe is adequately supported in the center of the casing pipe throughout it's length, particularly at the ends. There shall not be any metallic contact between the casing and carrier pipe. Casing shall be backfilled with pea gravel or sand after the carrier pipe is installed to prevent pipe movement. Casings shall have both ends sealed up in such a way as to prevent the entrance of foreign material. See Standard Drawing #104 for installation details.

9. **MATERIAL APPROVAL** Material certification and test samples shall be provided by the Contractor, at the contractors expense, as required by Northern Kentucky Water District and the Kentucky Department of Highways. No material shall be used until approved. All rejected material be removed from the project and approved material acquired by the Contractor at the Contractor's expense.
10. **PAVING MATERIALS FOR REPLACEMENT IN KIND** All materials for replacement in kind of streets, sidewalks, curbs, walls etc. shall meet the requirements of the applicable sections of KYDOH Standard Specifications For Road And Bridge Construction.

11. **FLOWABLE FILL** This material shall meet the requirements of SPECIAL NOTE 7X of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction.

Section IV CONSTRUCTION

- A. GENERAL Installation of water mains and appurtenances shall conform to the latest edition of AWWA Standard C600 for D.I.P.

Water main pipe and fittings shall be laid on a good level foundation with no gaps or humps under the pipe or fittings. Excavation shall be done by hand at joints to prevent the pipe and fittings from being supported by the mechanical joint or slip joint bell. Pipe shall be laid with the bell ends facing in the direction of laying.

The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations. ALL OPEN ENDS ARE TO BE CLOSED WITH CAPS OR PLUGS AT ALL TIMES WHEN PIPE LAYING OPERATIONS ARE NOT IN OPERATION AND AT THE END OF THE DAY. All caps or plugs shall be properly installed and blocked in advance of filling, flushing, and testing mains. All securing and blocking shall be inspected by the Engineer prior to backfilling of ditch.

- B. HANDLING. Pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe. Pipe hooks that extend inside the ends of the pipe shall not be used for handling the pipe since they could damage the lining. Under no circumstances shall such materials be dropped. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign material at all times. When handling P.V.C. pipe care should be taken to avoid abrasion damage, gouging of the pipe, rocks, and any stressing of the bell joints or damage of the bevel ends.
- C. TREE REMOVAL. Stumps of trees designated for removal 12" in diameter and smaller shall be physically removed. Any stump larger than 12" shall be ground down to 6" below final grade level.
- D. DEWATERING. Should water be encountered, the Contractor shall furnish and operate suitable pumping equipment of such capacity adequate to dewater the trench. The trench shall be sufficiently dewatered so that the laying and joining of the pipe is made in the dry. The Contractor shall convey all trench water to a natural drainage channel or storm sewer without causing any property damage.
- E. CONSTRUCTION EQUIPMENT. Where mains are located in or adjacent to pavements, all backfilling and material handling equipment shall have rubber tires. Crawler equipment shall be permitted when there is no danger of damaging pavement.
- F. TRENCH SUPPORT. Supporting open cuts for mains shall be the responsibility of the Contractor where trenching may cause unnecessary damage to street pavement, trees, structures, poles, utilities, or other private or public property. During the progress of the work, whenever and wherever it is necessary, the Contractor shall, at his expense, support the sides of the excavation by adequate and suitable sheeting, shoring, bracing, or other approved means. Such trench support material and equipment shall remain in place until backfilling operations have progressed to the point where the supports may be withdrawn without endangering property.

G. NOISE DUST AND ODOR CONTROL. The Contractor's construction activities shall be conducted so as to eliminate all unnecessary noise, dust and odors.

H. DISINFECTION AND LEAKAGE TESTING. See Section "Disinfection and Leakage Testing."

I. TRENCH EXCAVATION AND BOTTOM PREPARATION.

1. General. The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and wasted at a site acquired by the Contractor and approved by the Engineer. Topsoil shall be stripped from the excavation area before excavation begins.

Such grading shall be done as may be required to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or other approved methods. The trench shall be sufficiently dewatered so that the laying and joining of pipe is made in the dry. The Contractor shall take whatever action necessary to insure that water pumped from the trench will not damage private property. If necessary the Contractor shall haul trench water to another suitable location for disposal.

Such sheeting and shoring shall be furnished and installed by the Contractor, at his own expense, as may be necessary for the protection of the work, protection of other utilities, protection of structures, the safety of the personnel, and the safety of the public. All shoring shall be removed when the work is completed unless directed otherwise by the Engineer. The Contractor shall also furnish whatever barricades or fencing necessary to provide for the safety of pedestrians in excavation areas and for traffic control as discussed in other sections. All open trenches shall be adequately covered, barricaded and/or backfilled during non-working hours in order to adequately protect vehicular and pedestrian traffic.

The Contractor shall excavate whatever material encountered. Trenches shall be excavated to the widths shown in the table headed "Trench Width" or as otherwise indicated in the plans, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of the pipe or conduit on undisturbed soil at every point along its entire length, except for bell holes and for the proper sealing of the pipe joints. Bell holes and depressions in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint. Additional depth shall be excavated in rock as described elsewhere herein.

Except in cases where the elevations of the water lines are indicated on the plans, trenches for water line shall be of a depth that will provide a minimum cover over the top of the pipe of 36 inches from the indicated finished grade, and avoid interference of the water lines with other existing or proposed utilities. Where the note occurs, "Slope to Drain", the Contractor shall manage to keep a positive slope in that direction in order that

air may travel to the air vent. Where paved surfaces are to be disturbed by an open cut, the Contractor shall provide suitable machinery to cut the edges of the pavement in a smooth straight line.

2. Rock The word "rock" wherever used as the name of an excavated material, shall mean boulders and solid masonry larger than 1/2 cubic yard in volume, or solid ledge rock and masonry which, in the opinion of the Engineer, requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power operated hand tool. Any material which can be excavated using a hand pick and shovel, power operated excavator, power operated backhoe or power operated shovel shall not be defined as rock.
3. Blasting Rock. No blasting of rock shall be done within 40 feet of pipes or structures without specific permission from the Engineer. Blasts shall be properly covered and the pipe or structure properly protected. Warnings shall be given to all persons in the immediate vicinity. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property. Necessary permits shall be secured and paid for by the Contractor.
4. Trench Width. Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

Earth

- a. Minimum - outside diameter of the pipe barrel plus 8 inches, 4 inches each side of pipe.
Maximum - nominal pipe diameter plus 24 inches.

Rock

- Minimum – 24" or less, nominal pipe size: outside diameter of pipe barrel plus 12", @ 6" each side.
Minimum - Larger than 24", nominal pipe size: outside diameter of pipe barrel plus 18", @ 9" each side.
Maximum - nominal pipe diameter plus 24".

- b. Butterfly Valves. Trench width shall be over excavated 24" on the side that the operating mechanism is located on the butterfly valve when the surrounding area cannot be hand dug.
 - c. Structures. The minimum excavation limits for structures shall be as indicated. In rock, the excavation limits shall not exceed 12 inches from the outside wall and 6 inches below the footer.
5. Excessive Trench Width. If, for any reason the trench width exceeds the maximum trench width defined in paragraph "Trench Width", the Contractor, subject to approval of the Engineer, shall provide compacted stone bedding, additional strength pipe or concrete encasement, at the contractor expense.
 6. Bottom Preparation The Contractor shall use excavation equipment that produces an even foundation. For the entire length of the trench, a compacted layer of sand or bankrun bedding material shall be installed below the pipe. Bell holes and depressions

for joints, valves, and fittings shall be dug after the trench bedding has been graded in order that the pipe rest upon the prepared bedding for as nearly its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint.

- a. Earth. The trench shall be excavated to the depth required, so as to provide a uniform and continuous bearing and support for the pipe barrel. A minimum of 3" sand shall be installed on the solid and undisturbed ground. The finished trench bottom shall be accurately prepared by means of hand tools.
 - b. Rock. Where excavation is made in rock or boulder, the trench shall be excavated 6 inches below the pipe barrel for pipe 24 inches in diameter or less, and inches for pipe larger than 24 inches in diameter. All loose material shall be removed from the trench bottom. After preparation of the trench bottom, a pipe bed shall be prepared using sand and thoroughly compacted. The bedding material shall be spread the full width of the trench bottom.
7. Water Main Depth. Mains 12" and less in size shall be not less than 36" in depth and no more than 48" in depth, unless otherwise specified. Mains larger than 12" shall be installed as shown on the plans.
 8. Excessive Trench Depth. If, for any reason, the trench depth exceeds the trench depth shown on the Plans, the Contractor is responsible for any and all additional cost incurred for the excessive depth.
 9. Foundation. The mains are to be built on a good foundation. If, in the Engineer's opinion, the material forming the trench bottom is not suitable for a good foundation, a further depth shall be excavated and the same filled with suitable material. Unauthorized excavation below the trench bottom shall be filled with compacted crushed stone at the Contractor expense.

J. PIPE, VALVE AND HYDRANT INSTALLATION The provisions of AWWA C600 shall apply in addition to the following:

1. Pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work except when permitted by the Engineer. Unless otherwise indicated in the plans or in Section I, Bid Item Explanations, the material shall be new and unused. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved methods. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the Engineer. After placing a length of pipe in the trench, the spigot end shall be centered in the bell of the pipe and forced home. All pipe shall be laid with ends abutting and true to line and grade. Deflection of pipe joints in excess of the manufacturer's recommendations will not be permitted. A watertight pipe plug or bulkhead shall be provided and used to prevent the entrance of foreign material whenever pipe laying operations are not in progress. Any pipe that has the grade or joint disturbed after laying shall be taken up and relaid. Any section of pipe found to be defective before or after laying shall be removed and replaced at the Contractor's expense.
2. Pipe Cutting. The cutting of pipe for installing valves, fittings, or hydrants shall be done in a neat and workmanlike manner without damage to the pipe or lining. The end shall be

smooth and at right angles to the axis of the pipe. Flame cutting of metal pipe by means of an oxyacetylene torch shall not be permitted. All pipe cutting shall be at the Contractor's expense.

3. Push-On Joints. The surfaces with which the rubber gaskets comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot end is pushed home.
 4. Mechanical Joints. Mechanical joints require that the spigot be centrally located in the bell. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water) The lubricant shall also be brushed over the gasket prior to installation to remove the loose dirt and lubricate the gasket as it is forced into its retaining space. P.V.C. pipe spigot ends shall be field cut smooth and at right angles to the axis of the pipe for installation in mechanical joint fittings.
 1. Bolt Torque The normal range of bolt torque to be applied to standard cast iron bolts in a joint are:

Range of Torque	
Size	in foot-pounds
5/8"	40 - 60
3/4"	60 - 90
1"	70 - 100
1-1/4"	90 - 120
5. Restrained Joints
 - a. Ball and Socket. Ball and Socket joints shall be assembled and installed according to the manufacturers recommendations. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
 - b. Push-On. Assemble and install the push-on joint according to the manufacturer's recommendations. Restrained joint-type pipe and fittings shall only be used as approval by the Engineer. Retaining glands, field lock gaskets, or retaining flanges shall not be considered as providing a restrained joint. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
6. Setting Valves. Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the street property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be set flush with the surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum of 2'x2'x4" concrete pad as shown in Standard Drawing No. 105.

7. Setting Hydrants. Hydrants shall be located as shown on the plans or as directed by the Engineer. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing the curb. Hydrant shall be set to the established grade, with the traffic flange within 100 mm (4") above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee.
8. Thrust Blocking. All bends over five (5) degrees, plugs, caps, and tees shall be securely blocked against movement with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104. Thrust blocks shall be approved by the Engineer prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to resist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking.

All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the Engineer's representative before the main is subjected to the pressure test.

- a. Concrete Blocking. Concrete blocking shall be K.D.O.T. Class A concrete as specified in Section "Concrete". Blocking shall be placed between undisturbed ground and the fitting to be anchored. The area of bearing on the fitting and on the ground in each instance shall be that shown herein. The blocking shall, unless otherwise shown, be so placed that the pipe and fitting joints will be accessible for repair.
- b. Tie Rods. If shown or specified, movement shall be prevented by attaching suitable metal rods, clamps or restrained fittings. Steel tie rods or clamps, where permitted, shall be of adequate strength to prevent movement. Steel tie rods or clamps shall be painted with three coats of an approved bituminous paint or coal tar enamel. A minimum of 3/4" welded eye bolts @ a 90 degree bend and 3/4" threaded rods may only be used with the approval of the Engineer for temporary restraint only. Duc-Lucs are prohibited for use.
- c. Restrained Fittings. Restrained fittings, where permitted, shall be subject to the approval of the Engineer.

K. TRENCH BACKFILL

All trench backfill shall be free from cinders, refuse, organic material, boulders, rocks or other material which in the opinion of the Engineer is unsuitable. No backfill shall be made with frozen material.

1. BACKFILL

- a. Trench Bottom Preparation. The pipe shall be bedded on sand to achieve full pipe barrel support. In any event not less than 3" of sand bedding shall be used.
- b. Backfill to 12" Over Pipe Barrel. All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. No

flushing of backfill shall be permitted to achieve compaction. Clay bulkheads shall be installed as specified under Bulkheads Section.

- c. Remaining Trench Backfill. From 12" above the pipe barrel to the surface, excavated trench material or flowable fill may be used as backfill material. No material shall be used for backfill that contains frozen earth, vegetation or organic material, debris, rocks 8" or larger measured in any direction, or earth with an exceptionally high void content.
 - d. Compaction. All backfill shall be placed in uniform loose layers, not to exceed 12" layers, and each layer shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698). The backfill shall be compacted in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints. No flushing of backfill shall be permitted to achieve compaction.
 - e. Bulkheads. When a granular bedding is provided in rock or when granular backfill is used, the Contractor shall place bulkheads of clay soil across the trench at 100' intervals to resist the movement of groundwater through the granular material. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a point 4" below final grade level.
 - f. Flowable Fill as Backfill As required by the Engineer, flowable fill shall be per Special Note 7X of the Ky. Department of Highways Standard Specifications for Road and Bridge Construction.
 - g. Surface Conditions. The trench surface shall be periodically attended to during the course of the contract. The trench surface shall be maintained in a safe condition and shall not interfere with natural drainage.
- L. INSTALLATION OF PIPE BY BORING OR JACKING. At certain locations where designated on the plans, the Contractor will be required to install pipe under paved areas or other obstacles by boring a hole large enough to pull the pipe through without obstructing the designated area, or by jacking, whichever is the most feasible.
- M. WATER METERS Water Meters shall be installed at locations shown on the plans. The meter shall be constructed as shown on Standard Drawings contained herein or in the plans.
- N. CONNECTIONS (TIE-INS) TO EXISTING WATER LINES All connections to existing water lines shall be made at location shown on the plans. Care shall be taken in each case that none of the sterilizing water may enter the system during the sterilizing operation. Each connection shall be preceded with a one inch corporation stop and drain to allow bleeding of the water line of air and sterilizing water. This corporation stop shall be furnished and installed at the Contractor's expense. All sections of pipe and appurtenances to be used for tie-ins and not sterilized, shall be thoroughly cleaned by scrubbing with a chlorine solution prior to installation. All tie-ins of mains shall be done with transitional or straight solid sleeves. Mains shall be flushed of sterilizing water before tie-ins to existing mains are made.
- O. INSTALLATION OF SERVICE LINES Service line shall be installed as shown on the plans or as directed. The Contractor shall excavate whatever material encountered. The service

lines shall be installed using boring and jacking or open cut (as specified on the plans) at the depth required to clear existing and proposed sewers, but in no case shall the line be installed with less than 36" cover from final grade. The trench width shall be as excavated to a maximum of 2'. The line shall be laid on firm soil. In rock, sufficient extra depth shall be excavated and refilled with acceptable compacted soil or bedding sand to provide a cushion for the elimination of the possibility of crushing or perforating the pipe. Connections shall be made using normal practices for water line installation and in accordance with the standards in the plans or contained herein. Backfill shall meet the same requirements as that described in PIPE TRENCH BACKFILL.

- P. **TEMPORARY SERVICE CONNECTIONS** Contractor shall furnish, install, make connections, and maintain all temporary lines and other appurtenances necessary to run temporary service connections as needed to permit construction. All temporary service pipes crossing streets, commercial driveways, and/or wheelchair ramps must be buried to prevent a traffic/pedestrian hazard.

The pipe, hoses and other materials furnished by the Contractor for use as temporary service pipe, shall be clean, water-tight and fully adequate to withstand existing pressures and all other conditions of use.. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contamination of any mains or house services or contamination of the temporary pipe proper. Contractor must disinfect all temporary line. All temporary lines must be flushed before being hooked to service line.

The Contractor shall be responsible for the regularly testing and recording the chlorine level of the temporary lines. If low levels are encountered, the Contractor shall be responsible for flushing the line to get levels into standard. The Contractor shall perform all connecting and disconnecting of temporary bypass to consumers' services and all back clearing of service lines.

The Contractor shall maintain the temporary water service line in safe and operative condition at all times. Any temporary bypass lines or services crossing a sidewalk or driveway shall be temporarily covered with a rubber ramp provided by the Contractor or bituminous cold patch, compacted by a roller or a mechanical compaction device, provided by the Contractor. Ramping method must be approved by the District prior to use. The Contractor shall be responsible for the maintenance of the temporary ramping method and any damage as a result there-of.

Q. **APPLICABLE SPECIFICATIONS & STANDARDS**

The following specifications and standards form a part of these Specification:

- A. **American Water Works Association (AWWA) Standards**
- B. **Northern Kentucky Water District Standards Drawing & Specifications**
- C. **"Manual of Accident Prevention in Construction"** published by the **Associated General contractors of America**
- D. **Kentucky Occupational Safety and Health Administration's "Kentucky Occupational Safety and Health Standards for General Industry"** current edition.
- E. **American National Standards Institute (ANSI)**
- F. **American Society for Testing & Materials (ASTM)**
- G. **Kentucky Division of Water Quality**
- H. **"Recommended Standards for Water Works"** current edition

Section V

DISINFECTION AND LEAKAGE TEST

- A. **SCOPE.** This section covers the disinfection of the new water mains, fittings, temporary services and associated appurtenances. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to test the mains for watertightness and disinfect the mains as directed by the District and as specified herein. Gauges for the test shall be furnished by the Contractor.
- B. **TEST SECTION.** After the main has been installed and backfilled all newly installed pipe or any valved section thereof shall be considered a test section.
- C. **WITNESS.** All tests performed for each test section shall be witnessed and approved by the District before acceptance. In the event the Contractor performs any test without witness by the District, the Contractor will be required to test the section again in conformance with this specification at no cost to the District.
- D. **GENERAL.** All disinfection work shall conform to the requirements of the latest revision of ANSI/AWWA C651 and the requirements of the Kentucky Division of Water. If any State requirements conflict with the provisions of this section, the State requirements shall govern.

Water required for flushing and disinfection work will be provided as stipulated in the temporary facilities.

When it is necessary to interrupt service to water customers, each customer affected shall be notified in advance of the proposed service interruption and its probable duration in accordance with the project requirements.

- E. **DISINFECTION PROCEDURE.** During construction or after the installation of the pipe and fittings is complete, an approved disinfection method, according to governing standards, shall be used. The disinfection solution shall be allowed to stand in the main and associated appurtenances for a period of at least twenty-four (24) hours.

During disinfection, all valves, hydrants, and service line connections shall be operated to ensure that all appurtenances are disinfected. Valves shall be manipulated in such a manner that the strong disinfection solution in the main from flowing back into the supply line. Check valves shall be used if required.

All non-disinfected fittings used for tie-ins or repairs shall be cleaned and swabbed with a liquid sodium hypochlorite disinfecting solution prior to installation.

- F. **FINAL FLUSHING.** Upon completion of chlorination but before sampling and bacteriological testing, Contractor shall remove all heavily chlorinated water from the main and temporary services by flushing with potable water at the maximum velocity which can be developed under the direction and control of the District.

The Contractor shall properly neutralize and dispose of the chlorinated water and flushing water in accordance with all applicable regulations. Contractor shall obtain all special waste disposal permits necessary.

- G. **DISPOSAL OF HEAVILY CHLORINATED WATER.** Contractor shall apply a de-chlorinating agent to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See the following table for neutralizing chemicals.) Federal, state, and local regulatory agencies should be contacted to determine special provisions for disposal of heavily chlorinated water.

Chlorine residual of water being disposed of shall be de-chlorinated by treating with one of the chemicals listed in the following table:

**Pounds of Chemicals Required to De-chlorinate Various Residual Chlorine
Concentrations in 100,000 Gallons of Water***

Residual Chlorine Concentration mg/L	Sulfur Dioxide (SO ₂)	Sodium Bisulfate (NaHSO ₃)	Sodium Sulfite (Na ₂ SO ₃)	Sodium Thiosulfate (Na ₂ S ₂ O ₃ ·5H ₂ O)
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

* Except for residual chlorine concentration, all amounts are in pounds.

The Contractor shall provide all necessary materials, equipment and labor for applying the de-chlorinating chemical in a manner such that proper mixing and contact time of the chemical and the heavily chlorinated water is obtained for complete removal of chlorine being flushed. The Contractor shall periodically test the flush water to verify that the chlorine residual is zero.

- H. **CHLORINE RESIDUAL TESTS.** Upon completion of final flushing, the District will perform chlorine residual tests to ensure the chlorine residual in the main and temporary services is not higher than that generally prevailing in the remainder of the water distribution system and is acceptable to the District.
- I. **BACTERIOLOGICAL TESTS.** Sampling and testing of water in the main and temporary services will be performed by the District after final flushing. A standard plate count will be made by the District for each sample.
- J. **REDISINFECTION.** Should the bacteriological tests indicate the presence of coliform organisms at any sampling point, the main and temporary services shall be re-flushed, re-sampled, and re-tested. If check samples show the presence of coliform organisms, the main and temporary services shall be re-chlorinated at no additional cost to the District until results acceptable to the District are obtained.

Re-disinfection shall be completed by the continuous feed or by the slug method. Unless otherwise permitted, the chlorination agent shall be injected into the main and temporary services at the supply end through a corporation cock installed in the top of the pipe. All materials, equipment and labor necessary for the re-disinfection shall be supplied by Contractor at no additional cost to the District.

- K. HYDROSTATIC TESTING. Hydrostatic Testing will be in accordance with AWWA C600. The water main being tested shall have all air expelled by additional flushing or installation of taps on high points in the line. The pressure of the water main shall be gradually increased to obtain a minimum pressure of 100 psi over the design pressure 250 psi. at the lowest elevation point of the water main or as directed by the Engineer. The test will be for a two (2) hour duration and will not vary by more than 5 psi. All tests performed for each test section shall be witnessed and approved by a representative of the Engineer, in the event any test is performed without a representative of the Engineer, the Contractor shall be required to test the section again. Leakage is defined as the amount of water used to maintain the test pressure.

Section VI

VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL

1. **REFERENCE MATERIALS** Traffic shall be maintained in accordance with the "Manual on Uniform Traffic Control" published by the Federal Highway Administration, current edition of Kentucky Department of Highways Standard Specifications for Road & Bridge Construction and current KYDOH Standard Drawings.
2. **PEDESTRIAN TRAFFIC** Should the Contractor be required to remove sidewalk or any other pavement used by pedestrians, the Contractor shall construct an approved, safe, alternate route with acceptable paving materials. Approval for alternate routes and temporary paving materials shall be acquired from the Engineer. The Contractor shall also construct temporary barricades and fences as required. No extra payment will be made for construction of temporary pedestrian walkways, fences or barricades required for water line construction, but shall be considered incidental to water line construction.
3. **VEHICULAR TRAFFIC** Vehicular traffic shall be maintained as required by the referenced materials listed above. The cost of all temporary paving materials for pavement restoration due to water line construction shall be considered incidental to the contract. The cost for all traffic control materials including signs, barricades, etc. shall be considered incidental to the contract. The Contractor shall be required to keep the construction area safe at all times and check that traffic control devices are in place. Should temporary paving materials used for water line construction fail to perform satisfactorily, the Contractor shall repair same at his own expense.

Section VII

TEMPORARY AND PERMANENT RESTORATION

1. **TEMPORARY RESTORATION** Any street, driveway, parking lot, sidewalk, stairs, walls, etc. disturbed by water line construction which is shown on roadway construction plans to be disturbed by roadway construction may be replaced with temporary materials. These temporary materials and their placement shall be approved by the Engineer prior to placement. The cost for temporary paving materials and their placement shall be considered incidental to the cost of water line construction.
2. **PERMANENT RESTORATION** Any street, driveway, parking lot, sidewalk, walls, shrubs, etc. disturbed by water line construction, which is shown on roadway construction plans to remain and not be disturbed by roadway construction, shall be replaced in kind. The concrete, asphalt, and stone removed shall be replaced with the same type material, the same thickness as that removed. All pavement shall be removed and replaced to 1' beyond the limits of excavation as detailed on drawing contained herein. These permanent materials and their placement shall be approved by the Engineer prior to placement. The Contractor shall reconstruct same to the original lines and grades and in such a manner as to leave all such items in fully as good or better condition than that which existed prior to construction. All restoration work shall conform to the requirements of KDOH Standard Specifications for Road and Bridge Construction and to the drawing for pavement restoration contained herein. The cost for this permanent restoration shall be considered incidental to the cost of the water line construction.
3. **SEEDING AND SODDING** This work shall be performed under bid items pertaining to same for roadway construction and in accordance with KDOH Standard Specifications for Road and Bridge Construction

Section VIII

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. METHOD OF MEASUREMENT

1. Ductile Iron Water Line, each type and size, shall be measured by the linear feet laid in the trench, along the center line of the pipe, thru valves and fittings, to point of contact with existing lines, excluding any portion in concrete encasement or used in water main offsets.
2. Service Pipe, all sizes, shall be measured by the linear feet laid in the trench, excluding meter settings, from water main or existing service line to existing service line.
3. Water Line Undercut, when directed by the Engineer shall be measured along the subgrade for length and width and from pipe subgrade or bottom of fill, if in a fill placed for roadway as a part of this same contract, to bottom of undercut. Water line undercut shall be measured and paid by the cubic feet.
4. Method of Measurement For All Other Items, shall be by each or lump sum as specified for that particular item in "SECTION I, BID ITEM EXPLANATIONS" contained herein.

B. BASIS OF PAYMENT

1. Excavation, for water lines from the surface to water line subgrade or to 6" below water line subgrade in rock, for structures, for service lines, or for any other water system item will not be a bid item but shall be considered incidental to the bid item to which it pertains. No additional payment will be made for rock excavation.
2. Water Line Undercut, when directed by the Engineer and/or ND, shall be paid by the cubic yard. The accepted quantities of water line undercut will be paid at the agreed unit price of \$15.00 per cubic yard, which shall also include acquisition and placement of acceptable refill material. Should the Contractor be directed to perform water line undercut, the item "Water Line Undercut" at the agreed unit price of \$15.00 per cubic yard shall be added to the contract by change order.
3. Water Main Fittings, shall be paid EACH, couplings in tie-ins and all fittings in offsets shall be considered incidental to those items.
4. Backfill, for all phases of water line construction shall not be paid separately but shall be considered incidental to water line construction.
5. Temporary Restoration, of streets, roadways, sidewalks, steps, walls, trees, shrubs, etc. shall be considered incidental to water line construction when damaged by water line construction. The cost for this temporary restoration shall be considered incidental to the cost of the water line construction.
6. Traffic Control and Maintenance of Traffic, for a water line construction shall not be paid separately but shall be considered incidental to water line construction.
7. Basis of Payment for all Other Items, shall be by cubic feet, ton, linear feet, square feet, each, or lump sum as specified for that particular item.

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 6

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

**6-362.00: Widen I-275 Westbound on-ramp from
Turkeyfoot Road (KY 1303) to allow a dual left turn
lane from northbound Turkeyfoot Road to improve
traffic flow**

Project: PCN ## - #####

KyTC BMP Plan for Project PCN ## -

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 6
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address): KY 1303 Crestview Hills, KY 41017
6. Latitude/Longitude (project mid-point): 39/01/38 Lat 84/34/13 Long
7. County (project mid-point): Kenton
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description): Grade, Drain and Surfacing
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 4992 Cubic Yards
4. Estimate of total project area (acres): 6.2 acres
5. Estimate of area to be disturbed (acres): 2.3 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: Refer to Geotechnical Notes in the plan set for information on the existing soil condition (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name: Dry Creek
10. TMDLs and Pollutants of Concern in Receiving Waters:
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing

KyTC BMP Plan for Project PCN ## -

and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be

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inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to

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control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are :

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

- **Good Housekeeping:**

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The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum

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products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.

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- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

F. Inspections

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Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.

KyTC BMP Plan for Project PCN ## -

- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

KyTC BMP Plan for Project PCN ## -

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

KyTC BMP Plan for Project PCN ## - ####

Contractor and Resident Engineer Plan certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____title_____, _____
Typed or printed name²signature

(3) Signed _____title_____, _____
Typed or printed name¹signature

1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

KyTC BMP Plan for Project PCN ## - #####

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor

Name:
Address:
Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

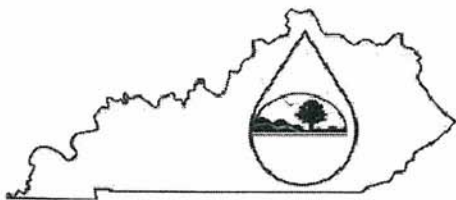
I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____title_____, _____
Typed or printed name¹signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

TRANSACTION ID #

d0194509-b9d1-48a4-85b4-8761ce65bbac



Kentucky Pollutant Discharge Elimination (KPDES)

Notice of intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Submission of this Notice of Intent constitutes notice that the party identified in the section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with construction activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

I. Facility Operator Information

Operator Name (s) (*)	KYTC District 6	Phone (*)	859-341-2700
Mailing Address (*)	421 Buttermilk Pike	Status of Owner/Operator	State
City (*)	Covington	State (*)	Kentucky
		Zip (*)	41017

II. Facility/Site Location Information

Name of Project (*)	KYTC PCN	Physical Address (*)	KY 1303	City (*)	Crestview Hills
State (*)	Kentucky	Zip (*)	41017	County (*)	Kenton
Latitude (Decimal Degrees) (*)	39.023056	Longitude (Decimal Degrees) (*)	84.571944	SIC Code (*)	1611

III. Site Activity Information

a. For single projects provide the following information:

Total Number of acres in project:	6.81
Total Number of acres to be disturbed:	2.5
Anticipated Start Date	
Anticipated Completion Date	

b. For common plans of development provide the following information:

Total number of acres in project					
Number of individual lots in development, if applicable					
Number of lots to be developed					
Total acreage of lots intended to be developed					
Total acreage intended to be disturbed					
Number of acres intended to be disturbed at any one time					
Anticipated start date					
Anticipated completion date					
List Contractor(s)	<table border="1"> <tr> <td></td> <td>Company Name (*)</td> </tr> <tr> <td>Add New</td> <td></td> </tr> </table>		Company Name (*)	Add New	
	Company Name (*)				
Add New					

IV. If the permitted site discharges to a water body the following information is required

a:

Name of Receiving Water (*)	Dry Creek		
Anticipated number of discharge points	17		
Location of Anticipated discharge points	<table border="1"> <tr> <td>Latitude(s)</td> <td>Longitude(s)</td> </tr> </table>	Latitude(s)	Longitude(s)
Latitude(s)	Longitude(s)		

Delete	39.020278	-84.573333
Delete	39.020556	-84.573333
Delete	39.021111	-84.573056
Delete	39.020556	-84.5725
Delete	39.021667	-84.572778
Delete	39.021667	-84.5725
Delete	39.022222	-84.572778
Delete	39.021944	-84.5725
Delete	39.021667	-84.5725
Delete	39.0225	-84.5725
Delete	39.022222	-84.5725
Delete	39.022222	-84.572222
Delete	39.0225	-84.571944
Delete	39.0225	-84.571667
Delete	39.022778	-84.572222
Delete	39.021944	-84.571944
Delete	39.023056	-84.571944
Add New		

Receiving Water Body Stream-Use Designation ☐ Cold Water Aquatic Habitat ☐ Domestic Water Supply ☐ Outstanding State Resource Water ☐ Primary Contact Recreation ☐ Secondary Contact Recreation ☐ Warm Water Aquatic Habitat

Antidegradation Categorization

b:

Name of Receiving Water UNNAMED

Anticipated number of discharge points 2

	Latitude(s)	Longitude(s)
Delete	39.024722	-84.570833
Delete	39.025	-84.570833
Add New		

Receiving Water Body Stream-Use Designation ☐ Cold Water Aquatic Habitat ☐ Domestic Water Supply ☐ Outstanding State Resource Water ☐ Secondary Contact Recreation ☐ Primary Contact Recreation ☐ Warm Water Aquatic Habitat

Antidegradation Categorization

V. If the permitted site discharges to a MS4 the following information is required

Name of MS4					
Number of discharge points to the MS4					
Location of each discharge point	<table border="1"> <tr> <th>Latitude(s)</th> <th>Longitude(s)</th> </tr> <tr> <td>Add New</td> <td></td> </tr> </table>	Latitude(s)	Longitude(s)	Add New	
Latitude(s)	Longitude(s)				
Add New					
Date of application/notification to the MS4 for construction site permit coverage					

VI. Construction activities in or along a water body

Will the project require construction activities in a water body or the riparian zone?	No <input type="checkbox"/>
If Yes, describe scope of activity	
Is a Clean Water Act 404 permit required?	No <input type="checkbox"/>
Is a Clean Water Act 401 Water Quality Certification required?	No <input type="checkbox"/>

VII. NOI Preparer Information

First Name (*)		Middle Initial		Last Name (*)	
Mailing Address (*)		City (*)		State (*)	Kentucky <input type="checkbox"/>

Zip(*)		Phone(*)		eMail Address(*)	
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VIII. Attachment(s)

Topographic map(*)	Upload File(s)
Supplemental Information	Upload File(s)

IX. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to a qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that the significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. By submitting data, this transmittal constitutes my signature and I am responsible for any and all content submitted either by me or by the people I represent.

Signature(*)		First Name(*)	Robert		
Middle Initial		Last Name(*)	Hans	Date(*)	
Contact eMail Address(*)	robert.hans@ky.gov	Contact Phone(*)	859-341-2700		

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WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. Have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.

WHERE TO FILE NOI FORM

Operational Permits Section SWP Branch,
Division of Water 200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions about completion of this form call the Storm Water Contact, Operational Permits Section, at (502) 564-3410.

SECTION I - FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator.
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.
Federal
Public (other than federal or state)
State
Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III - SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicate the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development

Number of lots to be developed: Indicate the number of lots that you intend to develop.
Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop.
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names.
Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.
Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.
Receiving Water Body Stream Use Designation: Check all appropriate boxes.
Antidegradation Categorization: Select from the drop down box one of the following:
Outstanding National Resource Water
Exceptional Water
High Quality Water
Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge.
Number of discharge points to the MS4: Indicate the number of discharge points.
Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary
Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box. **If Yes, describe scope of activity:** Provide a brief description (ies) that will take place in the water body or the riparian zone.

Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.
Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity.

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

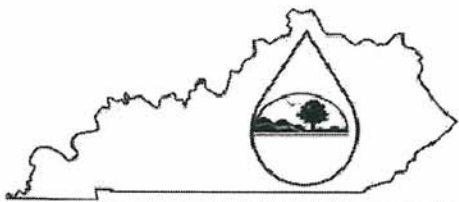
Corporation: by a principal executive officer of at least the level of vice president.

Partnership or sole proprietorship: by a general partner or the proprietor respectively.

TRANSACTION ID#

6-362.00

aec776de-ce24-4243-8d18-3ddde5503f24



Kentucky Pollutant Discharge Elimination (KPDES)

Notice of intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Submission of this Notice of Intent constitutes notice that the party identified in the section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with construction activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

I. Facility Operator Information

Operator Name (s) (*)	KYTC District 6	Phone(*)	859-641-2700
Mailing Address(*)	421 Buttermilk Pike	Status of Owner/Operator	State
City(*)	Covington	State(*)	Kentucky
		Zip (*)	41017

II. Facility/Site Location Information

Name of Project (*)	KYTC PCN #	Physical Address (*)	KY 1303	City (*)	Crestview Hills
State(*)	Kentucky	Zip(*)	41017	County (*)	Kenton
Latitude (Decimal Degrees) (*)	39.027222	Longitude (Decimal Degrees) (*)	-84.570278	SIC Code (*)	1611

III.

Site Activity Information

a. For single projects provide the following information:

Total Number of acres in project:	6.2
Total Number of acres to be disturbed:	2.3
Anticipated Start Date	
Anticipated Completion Date	

b. For common plans of development provide the following information:

Total number of acres in project					
Number of individual lots in development, if applicable					
Number of lots to be developed					
Total acreage of lots intended to be developed					
Total acreage intended to be disturbed					
Number of acres intended to be disturbed at any one time					
Anticipated start date					
Anticipated completion date					
List Contractor(s)	<table border="1"> <tr> <td></td> <td>Company Name(*)</td> </tr> <tr> <td>Add New</td> <td></td> </tr> </table>		Company Name(*)	Add New	
	Company Name(*)				
Add New					

IV. If the permitted site discharges to a water body the following information is required

a:

Name of Receiving Water (*)	Dry Creek	
Anticipated number of discharge points	6	
Location of Anticipated discharge points	Latitude(s)	Longitude(s)

Delete	39.027533	-84.571553
Delete	39.027533	-84.570433
Delete	39.027703	-84.568483
Delete	39.027656	-84.568442
Delete	39.027478	-84.568631
Delete	39.026956	-84.571278
Add New		

Receiving Water Body Stream-Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat
Antidegradation Categorization	

b:

Name of Receiving Water							
Anticipated number of discharge points							
Location of Anticipated discharge points	<table border="1"> <tr> <td></td> <td>Latitude(s)</td> <td>Longitude(s)</td> </tr> <tr> <td>Add New</td> <td></td> <td></td> </tr> </table>		Latitude(s)	Longitude(s)	Add New		
	Latitude(s)	Longitude(s)					
Add New							
Receiving Water Body Stream-Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat						
Antidegradation Categorization							

V. If the permitted site discharges to a MS4 the following information is required

Name of MS4							
Number of discharge points to the MS4							
Location of each discharge point	<table border="1"> <tr> <td></td> <td>Latitude(s)</td> <td>Longitude(s)</td> </tr> <tr> <td>Add New</td> <td></td> <td></td> </tr> </table>		Latitude(s)	Longitude(s)	Add New		
	Latitude(s)	Longitude(s)					
Add New							
Date of application/notification to the MS4 for construction site permit coverage							

VI. Construction activities in or along a water body

Will the project require construction activities in a water body or the riparian zone?	No <input type="checkbox"/>
If Yes, describe scope of activity	
Is a Clean Water Act 404 permit required?	No <input type="checkbox"/>
Is a Clean Water Act 401 Water Quality Certification required?	No <input type="checkbox"/>

VII. NOI Preparer Information

First Name (*)		Middle Initial		Last Name (*)	
Mailing Address (*)		City (*)		State (*)	Kentucky <input type="checkbox"/>
Zip (*)		Phone (*)		eMail Address (*)	

VIII. Attachment(s)

Topographic map(*)	<input type="button" value="Upload File(s)"/>
Supplemental Information	<input type="button" value="Upload File(s)"/>

IX. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. By submitting data, this transmission constitutes my signature and I am responsible for any and all content submitted either by me or by the people I represent.

Signature (*)		First Name (*)	Robert
----------------------	--	-----------------------	--------

Middle Initial		Last Name (*)	Hans	Date (*)	
Contact eMail Address (*)	robert.hans@ky.gov	Contact Phone (*)	859-341-2700		

[Save for Future Retrieval](#)[Submit Final Version to DEP](#)**WHO MUST FILE A NOTICE OF INTENT (NOI) FORM**

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollut Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call **Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

Operational Permits Section SWP Branch,
Division of Water 200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any question completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I - FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.

Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator

Phone No.: Provide the telephone numbers of the person who is responsible for the operation.

Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal

Public (other than federal or state)

State

Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.

Physical Address, City, State, Zip Code and County: Provide the physical address of the project.

Latitude/Longitude: Provide the general site latitude and longitude of the operation.

SIC Code: Enter the Standard Industrial Code for the project

SECTION III - SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.

Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.

Anticipated start date: Indicate the approximate date of when construction activities will begin.

Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.

Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development

Number of lots to be developed: Indicate the number of lots that you intend to develop.

Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop.

Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb

Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.

Anticipated start date: Indicate the approximate date of when construction activities will begin.

Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

List of contractors: Provide the names of all known contractors that will be working on site.

SECTION IV - IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names.

Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.

Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.

Receiving Water Body Stream Use Designation: Check all appropriate boxes.

Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water

Exceptional Water

High Quality Water

Impaired Water

SECTION V - IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge.

Number of discharge points to the MS4: Indicate the number of discharge points.

Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary

Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box. **If Yes, describe scope of activity:** Provide a brief description (ies) that will take place in the water body or the riparian zone.

Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.

Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

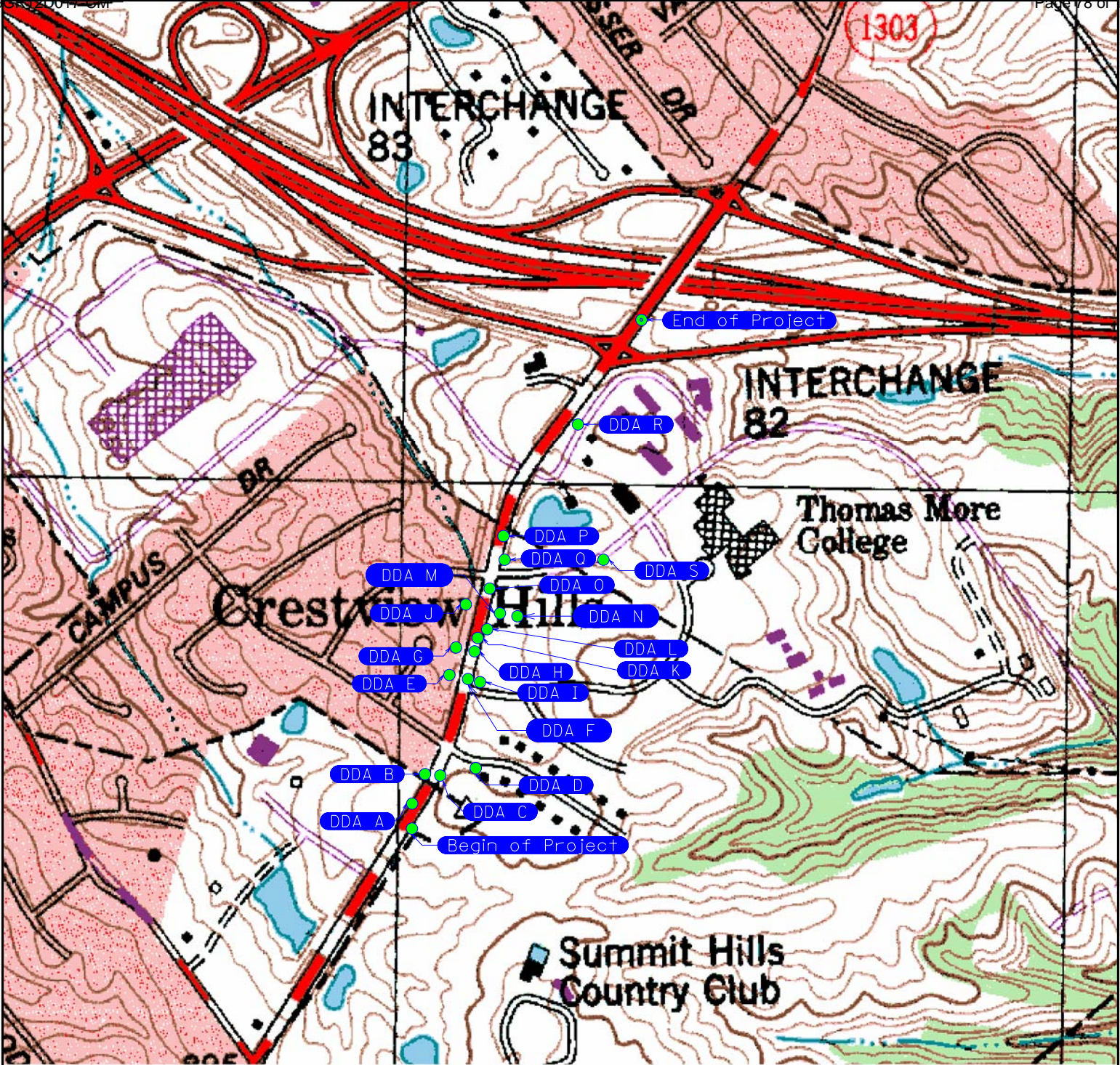
Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity.

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president.

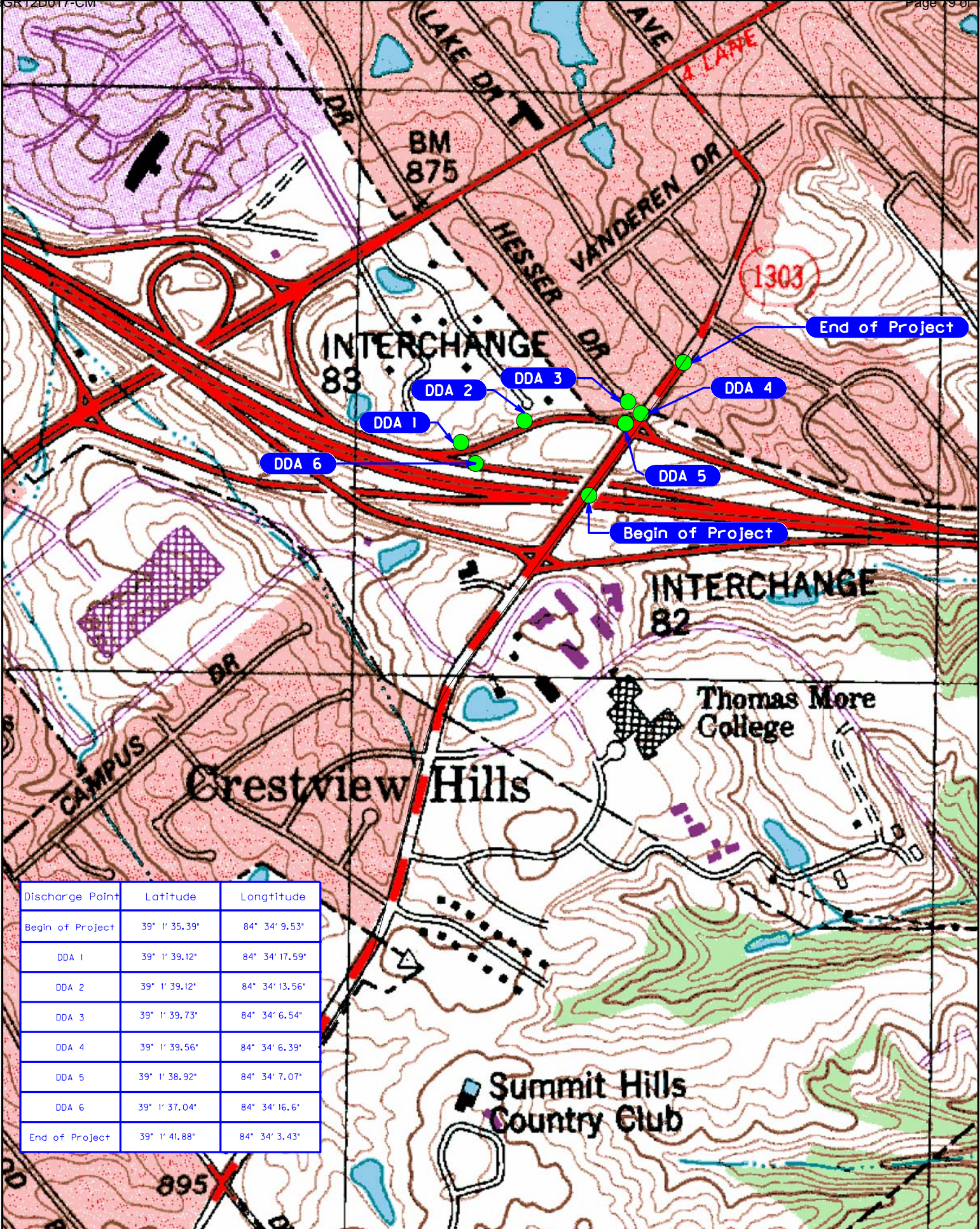
Partnership or sole proprietorship: by a general partner or the proprietor respectively.



Discharge Point	Latitude	Longitude
Begin of Project	39° 1' 35"	84° 34' 10"
DDA A	39° 1' 13"	84° 34' 24"
DDA B	39° 1' 14"	84° 34' 24"
DDA C	39° 1' 16"	84° 34' 23"
DDA D	39° 1' 14"	84° 34' 21"
DDA E	39° 1' 18"	84° 34' 22"
DDA F	39° 1' 18"	84° 34' 21"
DDA G	39° 1' 20"	84° 34' 22"

Discharge Point	Latitude	Longitude
DDA H	39° 1' 19"	84° 34' 21"
DDA I	39° 1' 18"	84° 34' 21"
DDA J	39° 1' 21"	84° 34' 21"
DDA K	39° 1' 20"	84° 34' 21"
DDA L	39° 1' 20"	84° 34' 20"
DDA M	39° 1' 21"	84° 34' 19"
DDA N	39° 1' 21"	84° 34' 18"
DDA O	39° 1' 22"	84° 34' 20"

Discharge Point	Latitude	Longitude
DDA P	39° 1' 19"	84° 34' 19"
DDA Q	39° 1' 23"	84° 34' 19"
DDA R	39° 1' 29"	84° 34' 15"
DDA S	39° 1' 30"	84° 34' 15"
End of Project	39° 1' 40"	84° 34' 6"



Discharge Point	Latitude	Longitude
Begin of Project	39° 1' 35.39"	84° 34' 9.53"
DDA 1	39° 1' 39.12"	84° 34' 17.59"
DDA 2	39° 1' 39.12"	84° 34' 13.56"
DDA 3	39° 1' 39.73"	84° 34' 6.54"
DDA 4	39° 1' 39.56"	84° 34' 6.39"
DDA 5	39° 1' 38.92"	84° 34' 7.07"
DDA 6	39° 1' 37.04"	84° 34' 16.6"
End of Project	39° 1' 41.88"	84° 34' 3.43"

USER: ***** FILE NAME: sssdesignsfilespecificationssss
DATE: 1/18/2012

JUNE 2012 LETTING

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)**

KENTON COUNTY

CM 8122(0026) and CM 2759(125)

(NO CAPS INVOLVED IN PROJECT)

MATERIAL SUMMARY

CONTRACT ID: 121017

CM 8122(026)

PES NO: DE05913031217

TURKEYFOOT ROAD (KY 1303) EXTEND RIGHT TURN LANE ON NB TURKEYFOOT ROAD(KY 1303) TO
THE I-275 EB RAMP

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00003	CRUSHED STONE BASE	1,342.00	TON
0020	00071	CRUSHED AGGREGATE SIZE NO 57	75.00	TON
0030	00078	CRUSHED AGGREGATE SIZE NO 2	911.00	TON
0040	00212	CL2 ASPH BASE 1.00D PG64-22	1,772.00	TON
0050	00307	CL2 ASPH SURF 0.38B PG64-22	1,540.00	TON
0060	00461	CULVERT PIPE-15 IN	48.00	LF
0070	00462	CULVERT PIPE-18 IN	40.00	LF
0080	00521	STORM SEWER PIPE-15 IN	121.00	LF
0090	00522	STORM SEWER PIPE-18 IN	75.00	LF
0100	01000	PERFORATED PIPE-4 IN	975.00	LF
0110	01010	NON-PERFORATED PIPE-4 IN	101.00	LF
0120	01028	PERF PIPE HEADWALL TY 3-4 IN	1.00	EACH
0130	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH
0140	01456	CURB BOX INLET TYPE A	7.00	EACH
0150	01584	CAP DROP BOX INLET	1.00	EACH
0160	01705	REMOVE CURB & GUTTER BOX INLET	5.00	EACH
0170	01756	MANHOLE TYPE A	1.00	EACH
0180	01761	MANHOLE TYPE B	1.00	EACH
0190	01792	ADJUST MANHOLE	1.00	EACH
0200	01810	STANDARD CURB AND GUTTER	2,827.00	LF
0210	01812	REMOVE CURB AND GUTTER	3,798.00	LF
0220	01904	REMOVE CURB	225.00	LF
0230	01982	DELINEATOR FOR GUARDRAIL M/W	2.00	EACH
0240	02008	REMOVE ASPHALT MEDIAN	747.00	LF
0250	02014	BARRICADE-TYPE III	7.00	EACH
0260	02058	REMOVE PCC PAVEMENT	253.00	SQYD
0270	02223	GRANULAR EMBANKMENT	228.00	CUYD
0280	02230	EMBANKMENT IN PLACE	7,233.00	CUYD
0290	02242	WATER	399.00	MGAL
0300	02351	GUARDRAIL-STEEL W BEAM-S FACE	100.00	LF
0310	02369	GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH
0320	02371	GUARDRAIL END TREATMENT TYPE 7	1.00	EACH
0330	02381	REMOVE GUARDRAIL	140.00	LF
0340	02396	REMOVE GUARDRAIL END TREATMENT	2.00	EACH
0350	02429	RIGHT-OF-WAY MONUMENT TYPE 1	13.00	EACH
0360	02432	WITNESS POST	13.00	EACH
0370	02483	CHANNEL LINING CLASS II	58.00	TON
0380	02545	CLEARING AND GRUBBING 1.6 ACRES	1.00	LS
0390	02562	SIGNS	311.00	SQFT
0400	02599	FABRIC-GEOTEXTILE TYPE IV	9,549.00	SQYD
0410	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	252.00	SQYD
0420	02625	REMOVE HEADWALL	1.00	EACH
0430	02650	MAINTAIN & CONTROL TRAFFIC 06-00361.00	1.00	LS
0440	02671	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH
0450	02676	MOBILIZATION FOR MILL & TEXT 06-00361.00	1.00	LS
0460	02677	ASPHALT PAVE MILLING & TEXTURING	1,354.00	TON
0470	02690	SAFELOADING	4.00	CUYD
0480	02701	TEMP SILT FENCE	4,100.00	LF
0490	02704	SILT TRAP TYPE B	4.00	EACH

MATERIAL SUMMARY			CONTRACT ID: 121017	
0500	02705	SILT TRAP TYPE C	24.00	EACH
0510	02707	CLEAN SILT TRAP TYPE B	4.00	EACH
0520	02708	CLEAN SILT TRAP TYPE C	24.00	EACH
0530	02709	CLEAN TEMP SILT FENCE	4,100.00	LF
0540	02720	SIDEWALK-4 IN CONCRETE	1,424.00	SQYD
0550	02721	REMOVE CONCRETE SIDEWALK	795.00	SQYD
0560	02726	STAKING	1.00	LS
		06-00361.00		
0570	04811	JUNCTION BOX TYPE B	1.00	EACH
0580	05950	EROSION CONTROL BLANKET	776.00	SQYD
0590	05952	TEMP MULCH	536.00	SQYD
0600	05985	SEEDING AND PROTECTION	7,793.00	SQYD
0610	05990	SODDING	881.00	SQYD
0620	06510	PAVE STRIPING-TEMP PAINT-4 IN	17,090.00	LF
0630	06514	PAVE STRIPING-PERM PAINT-4 IN	11,777.00	LF
0640	06515	PAVE STRIPING-PERM PAINT-6 IN	1,003.00	LF
0650	06568	PAVE MARKING-THERMO STOP BAR-24IN	387.00	LF
0660	06569	PAVE MARKING-THERMO CROSS-HATCH	3,639.00	SQFT
0670	06572	PAVE MARKING-DOTTED LANE EXTEN	138.00	LF
0680	06574	PAVE MARKING-THERMO CURV ARROW	32.00	EACH
0690	06575	PAVE MARKING-THERMO COMB ARROW	4.00	EACH
0700	06576	PAVE MARKING-THERMO ONLY	5.00	EACH
0710	10020NS	FUEL ADJUSTMENT	4,528.00	DOLL
0720	10030NS	ASPHALT ADJUSTMENT	7,979.00	DOLL
0730	20418ED	REMOVE & RELOCATE SIGNS	1.00	EACH
0740	20550ND	SAWCUT PAVEMENT	4,019.00	LF
0750	23131ER701	PIPELINE VIDEO INSPECTION	235.00	LF
0760	23158ES505	DETECTABLE WARNINGS	271.00	SQFT
0780	24494ED	DUCT LINE-4 IN	65.00	LF
0790	01099	DUCTILE IRON PIPE-12 IN	360.00	LF
0810	03495	AIR RELEASE VALVE	1.00	EACH
0820	03532	GATE VALVE-12 IN	2.00	EACH
0830	20788ND	BEND AND BLOCK-12 IN	5.00	EACH
0840	20790ND	CONNECT TO 12 IN	2.00	EACH
0860	02569	DEMOBILIZATION	1.00	LS

CM 2759(125)

PES NO: DE05913031218

TURKEYFOOT ROAD (KY 1303) WIDEN I-275 WB ON RAMP FROM TURKEYFOOT ROAD (KY 1303) TO ALLOW A DUAL LEFT TURN LANE FROM NB TURKEYFOOT ROAD

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00003	CRUSHED STONE BASE	2,987.00	TON
0020	00071	CRUSHED AGGREGATE SIZE NO 57	166.00	TON
0030	00078	CRUSHED AGGREGATE SIZE NO 2	3.00	TON
0040	00100	ASPHALT SEAL AGGREGATE	18.00	TON
0050	00103	ASPHALT SEAL COAT	2.00	TON
0060	00212	CL2 ASPH BASE 1.00D PG64-22	488.00	TON
0070	00307	CL2 ASPH SURF 0.38B PG64-22	121.00	TON
0080	00460	CULVERT PIPE-12 IN	16.00	LF
0090	00464	CULVERT PIPE-24 IN	8.00	LF
0100	00522	STORM SEWER PIPE-18 IN	72.00	LF
0110	01001	PERFORATED PIPE-6 IN	853.00	LF
0120	01011	NON-PERFORATED PIPE-6 IN	53.00	LF
0130	01029	PERF PIPE HEADWALL TY 3-6 IN	3.00	EACH
0140	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH
0150	01456	CURB BOX INLET TYPE A	1.00	EACH
0160	01487	CURB BOX INLET TYPE F	2.00	EACH
0170	01705	REMOVE CURB & GUTTER BOX INLET	1.00	EACH
0180	01810	STANDARD CURB AND GUTTER	625.00	LF
0190	01812	REMOVE CURB AND GUTTER	606.00	LF
0200	01830	STANDARD INTEGRAL CURB	248.00	LF
0210	01845	ISLAND INTEGRAL CURB	154.00	LF
0220	02006	REMOVE CONCRETE MEDIAN	102.00	LF
0230	02008	REMOVE ASPHALT MEDIAN	170.00	LF
0240	02014	BARRICADE-TYPE III	3.00	EACH
0250	02058	REMOVE PCC PAVEMENT	2,322.00	SQYD
0260	02071	JPC PAVEMENT-11 IN	2,898.00	SQYD
0270	02072	JPC PAVEMENT-11 IN SHLD	1,058.00	SQYD
0280	02200	ROADWAY EXCAVATION	4,992.00	CUYD
0290	02242	WATER	193.00	MGAL
0300	02483	CHANNEL LINING CLASS II	383.00	TON
0310	02545	CLEARING AND GRUBBING	1.00	LS
		1.7 ACRES		

0340	02587	HOOK BOLT WITH EXPAN ANCHOR	225.00	EACH
0340	02599	FABRIC-GEOTEXTILE TYPE IV	806.00	SQYD
0350	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	163.00	SQYD
0360	02625	REMOVE HEADWALL	1.00	EACH
0370	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		06-00362.00		
0380	02671	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH
0390	02701	TEMP SILT FENCE	2,534.00	LF
0400	02704	SILT TRAP TYPE B	4.00	EACH
0410	02705	SILT TRAP TYPE C	6.00	EACH
0420	02707	CLEAN SILT TRAP TYPE B	4.00	EACH
0430	02708	CLEAN SILT TRAP TYPE C	6.00	EACH
0440	02709	CLEAN TEMP SILT FENCE	2,534.00	LF
0450	02720	SIDEWALK-4 IN CONCRETE	18.00	SQYD
0460	02721	REMOVE CONCRETE SIDEWALK	18.00	SQYD
0470	02726	STAKING	1.00	LS
		06-00362.00		
0480	05950	EROSION CONTROL BLANKET	1,181.00	SQYD
0490	05985	SEEDING AND PROTECTION	7,971.00	SQYD
0500	06510	PAVE STRIPING-TEMP PAINT-4 IN	3,957.00	LF
0510	06514	PAVE STRIPING-PERM PAINT-4 IN	1,835.00	LF
0520	06515	PAVE STRIPING-PERM PAINT-6 IN	2,540.00	LF
0530	06568	PAVE MARKING-THERMO STOP BAR-24IN	60.00	LF
0540	06569	PAVE MARKING-THERMO CROSS-HATCH	1,320.00	SQFT
0550	06572	PAVE MARKING-DOTTED LANE EXTEN	24.00	LF
0560	06574	PAVE MARKING-THERMO CURV ARROW	9.00	EACH
0570	06576	PAVE MARKING-THERMO ONLY	3.00	EACH
0580	06592	PAVEMENT MARKER TYPE V-B W/R	14.00	EACH
0590	08100	CONCRETE-CLASS A	1.30	CUYD
0600	08150	STEEL REINFORCEMENT	7.00	LB
0610	10020NS	FUEL ADJUSTMENT	591.00	DOLL
0620	20412ED	REMOVE ASPHALT SHOULDER	1,324.00	SQYD
0630	20430ED	SAW CUT	1,015.00	LF
0640	20997ED	REMOVE TRAFFIC ISLAND	216.00	SQYD
0650	21597EN	REMOVE PERF PIPE HEADWALL	1.00	EACH
0660	23131ER701	PIPELINE VIDEO INSPECTION	125.00	LF
0670	23158ES505	DETECTABLE WARNINGS	36.00	SQFT
0690	23875NC	REMOVE THERMOPLASTIC ARROWS	2.00	EACH
0700	23970NC	RESET GRATE	2.00	EACH
0710	02569	DEMOBILIZATION	1.00	LS

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/**/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. Instructions for Certification - Primary Covered Transactions:**
- (Applicable to all Federal-aid contracts - 49 CFR 29)
- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

- this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- *****
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**
- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- *****
- XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**
- (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)
- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

- submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY120126 04/13/2012 KY126

Superseded General Decision Number: KY20100212

State: Kentucky

Construction Type: Highway

Counties: Boone, Campbell, Kenton and Pendleton Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	04/06/2012
3	04/13/2012

BRKY0002-005 06/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 26.12	9.73

BROH0001-005 06/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	8.60

CARP0698-001 05/01/2009

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.05	9.69
Diver.....	\$ 40.58	9.69

ELEC0212-007 05/31/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.94

ELEC0212-013 06/27/2011

	Rates	Fringes
Sound & Communication Technician.....	\$ 21.55	8.46

ENGI0018-013 05/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 29.49	12.25
GROUP 2.....	\$ 29.37	12.25
GROUP 3.....	\$ 28.33	12.25
GROUP 4.....	\$ 27.15	12.25
GROUP 5.....	\$ 21.69	12.25
GROUP 6.....	\$ 29.74	12.25
GROUP 7.....	\$ 30.00	12.25

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing &

operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry; Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

IRON0044-008 06/01/2011		
	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 22.92	17.20
Structural.....	\$ 25.50	17.20

* IRON0372-004 01/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of		
Hamilton County, Ohio		
Courthouse.....	\$ 26.75	17.55
Up to & including 30-mile		
radius of Hamilton County,		
Ohio Courthouse.....	\$ 26.50	17.55

LABO0189-004 07/01/2011

PENDLETON COUNTY:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 20.81	10.85

GROUP 2.....	\$ 21.06	10.85
GROUP 3.....	\$ 21.11	10.85
GROUP 4.....	\$ 21.71	10.85

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Driller (All Types); Powderman & Blaster; Troxler & Concrete Tester if Laborer is Utilized

LABO0265-009 05/01/2011

BOONE, CAMPBELL & KENTON COUNTIES:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.82	8.75
GROUP 2.....	\$ 25.99	8.75
GROUP 3.....	\$ 26.32	8.75
GROUP 4.....	\$ 26.77	8.75

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence

Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Highway Lighting Worker; Signalization Worker; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner; & Gunitite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0012-016 05/02/2011

	Rates	Fringes
Painters:		
Bridge.....	\$ 23.85	8.10
Bridge Equipment Tender and Containment Builder.....	\$ 20.27	8.10
Brush & Roller.....	\$ 22.85	8.10
Sandblasting & Water Blasting.....	\$ 23.60	8.10
Spray.....	\$ 23.35	8.10

PLUM0392-008 09/01/2011

	Rates	Fringes
PLUMBER.....	\$ 29.30	15.74

SUKY2010-161 02/05/1996

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.85	4.60
GROUP 2.....	\$ 16.29	4.60

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Driver

GROUP 2 - Euclid Wagon; End Dump; Lowboy; Heavy Duty
Equipment; Tractor-Trailer Combination; & Drag

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-11-IV-HWY dated August 04, 2011

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Kenton County.

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 121017
COUNTY: KENTON
PROPOSAL: 059GR12D017-CM

PAGE: 1
LETTING: 06/15/12
CALL NO: 203

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00003	CRUSHED STONE BASE	4,329.000 TON		
0020	00071	CRUSHED AGGREGATE SIZE NO 57	241.000 TON		
0030	00078	CRUSHED AGGREGATE SIZE NO 2	914.000 TON		
0040	00100	ASPHALT SEAL AGGREGATE	18.000 TON		
0050	00103	ASPHALT SEAL COAT	2.000 TON		
0060	00212	CL2 ASPH BASE 1.00D PG64-22	2,260.000 TON		
0070	00307	CL2 ASPH SURF 0.38B PG64-22	1,661.000 TON		
0080	00460	CULVERT PIPE-12 IN	16.000 LF		
0090	00461	CULVERT PIPE-15 IN	48.000 LF		
0100	00462	CULVERT PIPE-18 IN	40.000 LF		
0110	00464	CULVERT PIPE-24 IN	8.000 LF		
0120	00521	STORM SEWER PIPE-15 IN	121.000 LF		
0130	00522	STORM SEWER PIPE-18 IN	147.000 LF		
0140	01000	PERFORATED PIPE-4 IN	975.000 LF		
0150	01001	PERFORATED PIPE-6 IN	853.000 LF		
0160	01010	NON-PERFORATED PIPE-4 IN	101.000 LF		
0170	01011	NON-PERFORATED PIPE-6 IN	53.000 LF		
0180	01028	PERF PIPE HEADWALL TY 3-4 IN	1.000 EACH		
0190	01029	PERF PIPE HEADWALL TY 3-6 IN	3.000 EACH		
0200	01450	S & F BOX INLET-OUTLET-18 IN	2.000 EACH		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	01456	CURB BOX INLET TYPE A	8.000 EACH		
0220	01487	CURB BOX INLET TYPE F	2.000 EACH		
0230	01584	CAP DROP BOX INLET	1.000 EACH		
0240	01705	REMOVE CURB & GUTTER BOX INLET	6.000 EACH		
0250	01756	MANHOLE TYPE A	1.000 EACH		
0260	01761	MANHOLE TYPE B	1.000 EACH		
0270	01792	ADJUST MANHOLE	1.000 EACH		
0280	01810	STANDARD CURB AND GUTTER	3,452.000 LF		
0290	01812	REMOVE CURB AND GUTTER	4,404.000 LF		
0300	01830	STANDARD INTEGRAL CURB	248.000 LF		
0310	01845	ISLAND INTEGRAL CURB	154.000 LF		
0320	01904	REMOVE CURB	225.000 LF		
0330	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	2.000 EACH		
0340	02006	REMOVE CONCRETE MEDIAN	102.000 LF		
0350	02008	REMOVE ASPHALT MEDIAN	917.000 LF		
0360	02014	BARRICADE-TYPE III	10.000 EACH		
0370	02058	REMOVE PCC PAVEMENT	2,575.000 SQYD		
0380	02071	JPC PAVEMENT-11 IN	2,898.000 SQYD		
0390	02072	JPC PAVEMENT-11 IN SHLD	1,058.000 SQYD		
0400	02200	ROADWAY EXCAVATION	4,992.000 CUYD		
0410	02223	GRANULAR EMBANKMENT	228.000 CUYD		

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PROPOSAL: 059GR12D017-CMPAGE: 3
LETTING: 06/15/12
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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0420	02230	EMBANKMENT IN PLACE	7,233.000 CUYD		
0430	02242	WATER	592.000 MGAL		
0440	02351	GUARDRAIL-STEEL W BEAM-S FACE	100.000 LF		
0450	02369	GUARDRAIL END TREATMENT TYPE 2A	1.000 EACH		
0460	02371	GUARDRAIL END TREATMENT TYPE 7	1.000 EACH		
0470	02381	REMOVE GUARDRAIL	140.000 LF		
0480	02396	REMOVE GUARDRAIL END TREATMENT	2.000 EACH		
0490	02429	RIGHT-OF-WAY MONUMENT TYPE 1	13.000 EACH		
0500	02432	WITNESS POST	13.000 EACH		
0510	02483	CHANNEL LINING CLASS II	441.000 TON		
0520	02545	CLEARING AND GRUBBING 1.6 ACRES	(1.00) LS		
0530	02545	CLEARING AND GRUBBING 1.7 ACRES	(1.00) LS		
0540	02562	SIGNS	478.000 SQFT		
0550	02587	HOOK BOLT WITH EXPAN ANCHOR	225.000 EACH		
0560	02599	FABRIC-GEOTEXTILE TYPE IV	10,355.000 SQYD		
0570	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	415.000 SQYD	2.00	830.00
0580	02625	REMOVE HEADWALL	2.000 EACH		
0590	02650	MAINTAIN & CONTROL TRAFFIC 06-00361.00	(1.00) LS		
0600	02650	MAINTAIN & CONTROL TRAFFIC 06-00362.00	(1.00) LS		
0610	02671	PORTABLE CHANGEABLE MESSAGE SIGN	6.000 EACH		
0620	02676	MOBILIZATION FOR MILL & TEXT 06-00361.00	(1.00) LS		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0630	02677	ASPHALT PAVE MILLING & TEXTURING	1,354.000 TON		
0640	02690	SAFELOADING	4.000 CUYD		
0650	02701	TEMP SILT FENCE	6,634.000 LF		
0660	02704	SILT TRAP TYPE B	8.000 EACH		
0670	02705	SILT TRAP TYPE C	30.000 EACH		
0680	02707	CLEAN SILT TRAP TYPE B	8.000 EACH		
0690	02708	CLEAN SILT TRAP TYPE C	30.000 EACH		
0700	02709	CLEAN TEMP SILT FENCE	6,634.000 LF		
0710	02720	SIDEWALK-4 IN CONCRETE	1,442.000 SQYD		
0720	02721	REMOVE CONCRETE SIDEWALK	813.000 SQYD		
0730	02726	STAKING 06-00361.00	(1.00) LS		
0740	02726	STAKING 06-00362.00	(1.00) LS		
0750	04811	JUNCTION BOX TYPE B	1.000 EACH		
0760	05950	EROSION CONTROL BLANKET	1,957.000 SQYD		
0770	05952	TEMP MULCH	536.000 SQYD		
0780	05985	SEEDING AND PROTECTION	15,764.000 SQYD		
0790	05990	SODDING	881.000 SQYD		
0800	06510	PAVE STRIPING-TEMP PAINT-4 IN	21,047.000 LF		
0810	06514	PAVE STRIPING-PERM PAINT-4 IN	13,612.000 LF		
0820	06515	PAVE STRIPING-PERM PAINT-6 IN	3,543.000 LF		
0830	06568	PAVE MARKING-THERMO STOP BAR-24IN	447.000 LF		

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0840	06569	PAVE MARKING-THERMO CROSS-HATCH	4,959.000 SQFT		
0850	06572	PAVE MARKING-DOTTED LANE EXTEN	162.000 LF		
0860	06574	PAVE MARKING-THERMO CURV ARROW	41.000 EACH		
0870	06575	PAVE MARKING-THERMO COMB ARROW	4.000 EACH		
0880	06576	PAVE MARKING-THERMO ONLY	8.000 EACH		
0890	06592	PAVEMENT MARKER TYPE V-B W/R	14.000 EACH		
0900	08100	CONCRETE-CLASS A	1.300 CUYD		
0910	08150	STEEL REINFORCEMENT	7.000 LB		
0920	10020NS	FUEL ADJUSTMENT	5,119.000 DOLL	1.00	5,119.00
0930	10030NS	ASPHALT ADJUSTMENT	7,979.000 DOLL	1.00	7,979.00
0940	20412ED	REMOVE ASPHALT SHOULDER	1,324.000 SQYD		
0950	20418ED	REMOVE & RELOCATE SIGNS	1.000 EACH		
0960	20430ED	SAW CUT	1,015.000 LF		
0970	20550ND	SAWCUT PAVEMENT	4,019.000 LF		
0980	20997ED	REMOVE TRAFFIC ISLAND	216.000 SQYD		
0990	21597EN	REMOVE PERF PIPE HEADWALL	1.000 EACH		
1000	23131ER701	PIPELINE VIDEO INSPECTION	360.000 LF		
1010	23158ES505	DETECTABLE WARNINGS	307.000 SQFT		
1020	23875NC	REMOVE THERMOPLASTIC ARROWS	2.000 EACH		
1030	23970NC	RESET GRATE	2.000 EACH		
1040	24494ED	DUCT LINE-4 IN	65.000 LF		
SECTION 0002 WATERLINE					

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
1050	01099	DUCTILE IRON PIPE-12 IN	360.000 LF		
1060	03495	AIR RELEASE VALVE	1.000 EACH		
1070	03532	GATE VALVE-12 IN	2.000 EACH		
1080	20788ND	BEND AND BLOCK-12 IN	5.000 EACH		
1090	20790ND	CONNECT TO 12 IN	2.000 EACH		
SECTION 0003 DEMOBILIZATION					
1100	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			